AWARD / CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶

RATING

PAGE 1 OF PAGES 87

CONTRACT (Proc. Inst. Ident.) NO.: DACA87-97-D-0064

3. EFFECTIVE DATE: 08/11/97

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: W31RYO-ESPC-2XXX

5. ISSUED BY — CODE: 8031

US ARMY ENGINEERING & SUPPORT CENTER
ATTN: CEHNC-CT-A/C. EAVES
P.O. BOX 1600
HUNTSVILLE AL 35807-1957

Carol Eaves A02
(205) 895-1124

6. ADMINISTERED BY (If other than Item 5) — CODE:

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) — Vendor ID: 00018392

HONEYWELL INC
HOME & BUILDING CONTROL
2626 WEST BERYL AVENUE
PHOENIX AZ 85021-1669

CODE: FACILITY CODE:

8. DELIVERY: ☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT: 00.000% 000 Net 030

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ▶ ITEM

11. SHIP TO/MARK FOR — CODE: EMPTY

12. PAYMENT WILL BE MADE BY — CODE: EMPTY

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

14. ACCOUNTING AND APPROPRIATION DATA
XXXXX
Award Oblig Amt US$ 0.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT

15G. TOTAL AMOUNT OF CONTRACT $ 0.00

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17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award / contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DACA87-97-R-0010, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award / contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER
Lynda Bonds C01 (205) 895-1132

19B. NAME OF CONTRACTOR
BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Lynda Bonds
(Signature of Contracting Officer)

20C. DATE SIGNED 8/11/97

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

25-106

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

1.0 EXECUTIVE SUMMARY

1.1 This Request for Proposal (RFP) is for a national energy savings performance contract (ESPC). The Government intends to engage a contractor and/or contractors, hereto referred to as contractor, to investigate, develop, an submit to the Government Energy Cost Savings Measures (ECSM's) in 46 states, Washington D.C. and Puerto Rico, (excluding the states of North Carolina, South Carolina, Georgia and Virginia). This national contract is intended for use by federal and state Government facilities, and when implemented will provide energy dollar savings to the Government. State government facilities are included to allow for the development of energy projects in state facilities that are co-located on federal installations or facilities such as the Army National Guard. Unless otherwise indicated herein or directed by the contracting officer, the scope of this contract will include any ECSM's proposed by the contractor and accepted by the Government. Energy cost savings projects must reduce the energy cost incurred by the customer.

1.2 The cost of an ECSM can only be recovered during the term of the project through verified energy and ancillary cost reductions. The Government's intent is to make the best use of taxpayer dollars and therefore the Government is pursuing this contracting procedure which allows the contractor open access to the Government's energy and ancillary cost savings assets. If the Government had access to capital, the Government would invest its own capital in development of these assets and would not be entering into this contract. The Government objective is to enter into an agreement with a contractor whereby the Government's energy and ancillary cost savings assets will be developed with the taxpayers best interest in mind. In most cases, the projects identified and developed by the contractor will be pursued via this contract. In some cases, the Government may find that taxpayer dollars are available for project development, in which case the contractor may be compensated for the project development assistance provided and the project pursued through Government channels with the project risk falling directly on the taxpayer.

1.3 Multiple awards will be made under this acquisition. One of those awards may be a small business provided that two small businesses (meeting technical, fair and reasonable costs and other factors of consideration) are available and awardable. The Government intends to award contracts based upon information contained in the offerors' initial proposal (without discussion), circumstances permitting. Depending on the quality of the offerors' proposals, it is possible that all awards will be made without discussion; it is equally possible that one or more awards will be made after the initial submittal with discussions conducted with the remaining offerors in the competitive range followed by additional awards after best and final offers; it is also conceivable that no awards

will be possible without discussions. The resultant contracts awarded from this solicitation will constitute Indefinite Delivery, Indefinite Quantity (IDIQ) type contracts as defined in FAR 16.504. Task orders will be awarded under this contract in accordance with the ordering clause. Task orders may be issued bilaterally. This solicitation is for a 10-year contract ordering period against which task orders will be issued. The initial ordering period will be for five years, with two additional ordering periods for three years and two years respectively. Performance of any orders placed during the ordering period shall not exceed the time remaining on the initial 25-year contract term.

1.4 The Government is under no obligation to issue any orders against contracts resulting from this solicitation. 42 USC 8287 provides that "the contractor shall incur the costs of implementation energy savings measures, including at least the costs (if any) incurred in making energy audits, acquiring and installing equipment, and training personnel, in exchange for a share of any energy savings directly resulting from implementation of such measures." The Government is prohibited by law from paying a contractor if savings are not generated; therefore, the Government cannot guarantee the contractor a minimum dollar task order. The Government guarantees the contractor will be given a fair opportunity and equal consideration, as defined in Section C of this RFP, for award of task orders. Each awardees contract, except for the potential small business award, will be valued at between $20,000,000.00 to $150,000,000.00. No task order will be awarded if it is not economically feasible for the Government or the contractor. The potential small business contract award will be valued between $3,000,000.00 and $20,000,000.00. The awarded value of each will be based on the contractor's ability to execute projects. All contracts will be complete when $1,100,000,000 dollars of effort has been awarded for a total of all contracts resulting from this solicitation.

1.5 The Government reserves the right to synopsize and award other contracts for similar work within the geographic areas in Section C prior to contract award or during contract performance of the resulting contracts.

1.6 Huntsville Engineering and Support Center is the only authorized ordering office. Other ordering offices may be added by modification at the discretion of the contracting officer.

2.0 EXPLANATION OF TERMS. The following special terms are pertinent to this section.

2.1 Estimated Cost. Estimated cost shall be the direct costs (without contractor markups) that will be incurred by the contractor to implement the Energy Cost Saving Measure (ECSM), starting at the time of ECSM award; plus the estimated and negotiated approved cost to perform the feasibility study and the design. Estimated cost shall include: the contractor's direct cost for installed equipment, material, direct labor (including sub-contractor markups); quality assurance, control and inspection; feasibility studies and designs; and construction financing. Direct labor shall include any labor directly attributable to a task. This cost shall include workman's compensation and liability, State and Federal unemployment compensation, social security and fringe benefits. Fringe benefits shall include any health and welfare insurance, pension funds vacation time, and training costs. Estimated costs shall not include costs which are included in the Percent Increase of Amortized Cost (PIAC), operation and maintenance costs, finance charges (as defined in paragraph 2.6) and indirect labor. FIRMS WHICH ARE WHOLLY OR PARTLY OWNED BY THE CONTRACTOR OR THE CONTRACTOR'S PARENT COMPANY SHALL NOT BE CONSIDERED SUBCONTRACTORS AS THE TERM RELATES TO ESTIMATED COST.

2.2 Operation and Maintenance (O&M) Costs. O&M costs shall be the estimated direct cost for operation and maintenance (e.g. direct labor, material, and spare parts). Estimated O&M costs shall not include costs which are included in the estimated cost, the PIAC, and finance charges.

2.3 Percent Increase of Amortized Cost (PIAC). The maximum percent difference between the contractor's proposed payment and the combination of the amortized estimated cost and O&M costs of the ECSM. The PIAC shall include: cost to perform surveys prior to approval of feasibility studies; indirect labor; overhead costs; sales, general and administrative expenses; prime contractor markup of subcontractor-supplied equipment, material, or labor; profit to the contractor; and other costs that are not directly attributable to the project. The PIAC may be negotiated to a lower rate at the time of task order award. Indirect labor shall include any salaries that cannot be directly attributed to a specific task and therefore must be distributed across several tasks or projects. Indirect labor shall be included in overhead. These costs shall not be recovered by the contractor except through the PIAC offered in Schedule B-1. The PIAC shall not include estimated costs, O&M costs, and finance charges. FIRMS WHICH ARE WHOLLY OR PARTLY OWNED BY THE CONTRACTOR OR THE CONTRACTOR'S PARENT COMPANY SHALL NOT BE CONSIDERED SUBCONTRACTORS AS THE TERM RELATES TO THE PIAC.

2.4 Proposed contractor payment, PIAC, estimated cost, and O&M costs are related by the following relationships.
Proposed Contractor Payment =

(Monthly Amortized Estimated Cost + Monthly O&M Cost) X (1 + % PIAC / 100)

2.5 Technology Category. ECSMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule B-1. The miscellaneous category may be used for applications where the ECSMs are not identified by the other categories or a PIAC for the technology may be negotiated.

2.6 Finance Charges. Finance charges are the financing charges incurred by the contractor from a financial institution for the funding of task orders. The contractor shall not be allowed to add a percent increase (except as provided in PIAC) to this financing cost, but shall be a direct pass through cost from the financial institution. The contractor shall submit two finance rates with each task order, one assuming we lock in the interest rate at the time of task order award (with the contractor or financial institution assuming interest rate fluctuation risk as appropriate) and an estimated finance rate assuming the rate was to be locked in after construction completion at the time of project acceptance (with the Government assuming interest rate fluctuation risk during the construction period). The Government shall utilize the financing rate that is in the best interest of the Government.

2.7 Sharing Basis. The proposed contractor payment compared to the energy and ancillary savings generated by the ECSM shall be the basis for the development of a cost savings sharing arrangement. For an example of sharing basis see paragraph 5.0.

3.0 SCHEDULE B-1. Schedule B-1 presents the PIACs as categorized by various technologies.

3.1 MULTIPLE TECHNOLOGY CATEGORY PROJECTS. To determine the PIAC for projects which involve multiple technologies, the costs will be broken down into technology categories according to the schedule. The PIAC for each technology category will be applied to the categorical cost for each part of the project and summed to obtain the proposed contractor payment. If a project is proposed which does not match the technologies listed, the PIAC for the most closely related technology, the PIAC for miscellaneous work or a negotiated PIAC will

be used, subject to approval of the Contracting Officer. For an example of application of multiple category technology projects see paragraph 5.0.

Schedule B-1
(PIAC)

TECHNOLOGY CATEGORY:	MAXIMUM AMOUNT
1. Lighting Improvements	PIAC 25%
2. Electric Motor Replacement	PIAC 26%
3. Utility Monitoring Control Systems	PIAC 28%
4. Day Lighting	PIAC 30%
5. Building Envelope Modifications	PIAC 30%
6. Solar Systems and Renewable Energy	PIAC 31%
7. Chiller Improvements	PIAC 25%
8. Water-Heating Systems	PIAC 26%
9. Heating, Ventilating, and Air-Conditioning (Not including	PIAC

Boilers, Chillers, and Utility
Control Systems)

_____27%_____

10. Electrical or Co-generation Plants — PIAC

_____31%_____

11. Electrical Peak Shaving — PIAC

_____29%_____

12. Electrical Transmission and Distribution — PIAC

_____29%_____

13. Refrigeration — PIAC

_____26%_____

14. Boiler & Furnace Improvements — PIAC

_____26%_____

15. Energy Cost Reduction through Rebates and Rate Reduction — PIAC

_____25%_____

16. Miscellaneous — PIAC

_____28%_____

17. Feasibility Study and Design* — PIAC

_____28%_____

*The PIAC for the feasibility study and design costs

are not applicable to this contract except in cases where the contractor proposes and negotiates in good faith and the Government determines that it is in its best interest to pursue the project in question through means other than this contract or with funds other than the contractor's.

4.0 CAPITAL INVESTMENT. The estimated minimum and maximum capital investment will be as follows.

Estimated Minimum Capital Investment = $ 0.00
Estimated Maximum Capital Investment = $150,000,000

5.0 PROJECT EXAMPLE. The following is an example of determination of a basis for energy cost savings sharing. The calculation parameters are: estimated costs for feasibility, design, construction, operation and maintenance cost, PIAC, and finance charges. Assume that the following abbreviated Schedule B-1 was offered by the contractor. The sequence of project development and implementation and the level of effort required to accomplish each phase of a project can vary depending on the type and size of the project. The project sequence should be streamlined whenever possible. Generally, it will be at the contractor's discretion whether all steps in the sequence of a project are executed sequentially in accordance with the provisions stated herein or streamlined, although the contracting officer may direct otherwise. Coordination between the Government and the contractor at every phase of the project from site survey through design, construction, and operation and maintenance will minimize misdirected contractor effort. The contractor should not proceed from one phase in the project sequence to the next phase in the project sequence until at least discussing it with the Government. On small efforts, site survey through design may take place in only one day, with verbal coordination between the contractor and the Government. On large efforts, the contracting officer may require strict adherence to all the steps of the sequence, with complete written documentation as described herein. In some cases, certain steps may be abbreviated, consolidated or waived if doing so benefits both the Government and the contractor. The project sequence described herein is structured to prevent the contractor from pursuing projects which the Government cannot accept and to negotiate feasibility study and design estimated cost and scope of work prior to the contractor risking his money on a job we might not accept due to technical or cost factors. The process can lead to inefficiency on smaller projects and therefore not justifiable. The contractor may elect to postpone submission of the required data and delay negotiation to later stages in the sequence.

Schedule B-1

Technology Category:

1.	Boiler or Furnace Improvements	PIAC 33%
2.	Lighting Systems	PIAC 25%
3.	Utility Monitoring & Control Systems (UMCS)	PIAC 38%

Assume that the contractor can obtain a financing rate of 8.0%

Project Sequence Description.

a. The contractor performs a walk-through inspection of an area of the installation and finds that a site survey is warranted for a boiler, lighting, and utility control system project in a large administrative building.

b. The contractor requests and participates in a team meeting with the Government.

c. The contractor submits a site survey proposal to the Government.

d. Upon Government approval, the contractor performs the site survey and submits a site survey report. If the site survey report indicates that a feasibility study is warranted, the contractor submits a scope of work and estimated feasibility study cost with the site survey report.

e. The Government and the contractor meet to negotiate the feasibility study scope of work and cost. In lieu of negotiating a firm fixed price for the effort, a not to exceed value may be negotiated subject to final definitization at the time of implementation proposal negotiations (i.e., paragraph i.) See paragraphs 6.1.5 and 6.1.6 in Section C. The negotiation results in a feasibility study cost of $70,000. The cost is composed of the following:

boiler work - $30,000;
lighting work - $20,000;
UMCS - $20,000.

f. The contractor performs the feasibility study and submits a report. The report indicates potential savings for the boiler work and lighting work, but not for the UMCS project. The feasibility study costs for the UMCS project are not recoverable, since the project is not feasible. The contractor's feasibility study report proposes a design concept and an estimated design cost.

g. The Government and the contractor then meet to negotiate the design scope of work and cost. The negotiation results in a design cost of $200,000. In lieu of negotiating a firm fixed price for this effort, a not to exceed value may be negotiated subject to final definitization at the time of implementation proposal negotiations (i.e., paragraph i.) The cost is composed of the following:

boiler work - $150,000;
lighting work - $50,000;

h. The contractor performs and submits the design in accordance with the contract requirement. The contractor proposes to guarantee savings by operating and maintaining the boiler and lighting systems after retrofit. The contractor's final design submittal includes a cost estimate for the required operations and maintenance.

i. The contractor submits a complete ECSM Proposal, providing final details of energy usage, cost savings determination, savings-sharing arrangement, and contractor-payment methodology. The contractor submits calculations for the proposed contractor payment and the basis for the savings sharing arrangement similar to the following.

(1) The contractor submits estimated construction costs of $1,500,000 for the boiler work and $500,000 for the lighting work.

(2) Summary of Estimated Costs:

	Boiler	Lighting	Total
Feasibility Study -	$ 30,000	$ 20,000	$ 50,000

Design -	$ 150,000	$ 50,000	$ 200,000
Construction -	$1,150,000	$ 500,000	$2,000,000
TOTAL	$1,680,000	$ 570,000	$2,250,000

(3) Finance Charges. The contractor proposes a term of 20 years for the ECSM and will amortize the cost of the project over that period. The interest rate used to determine the amortization schedule for this task order is 8%

(4) Amortization. The contractor will utilize the total estimated cost of feasibility, design, and construction as a basis for determination of his desired monthly payment. The dollar value to which the contractor can apply finance charges is $1,680,000 for boiler work, and $570,000 for lighting work. Amortization of this amount over 10 years results in $14,052.19 per month for boiler work and $4,767.71 for lighting work.

(5) Estimated Operation and Maintenance Cost. The contractor estimates the annual cost for operation and maintenance as $84,000 ($7,000 per month) for the boiler and as $28,500 per year ($2,375 per month) for the lighting systems.

(6) Contractor's PIAC. The contractor will then apply the submitted PIACs to the monthly figures as follows. This fixed payment sharing arrangement is just one example of how a sharing arrangement can be determined. Other examples of sharing arrangements could include a percentage of savings based upon performance, a sliding savings scale based in performance and usage, and many other techniques and combinations of these. The savings sharing arrangement will be determined and effected by risks involved with the project and party responsible for the burden of those risks, i.e. the contractor accepts the performance of the equipment while the Government could accept the risk of usage of the equipment.

Boiler: From Schedule B-1 based on the feasibility study, design, and construction cost of $1,680,000, the PIAC is 33%. The PIAC is applied to the monthly amortized estimated cost and monthly estimated O&M cost.

Monthly Amortized Estimated Cost:

(14,052.19 $/mo. X 33%/100) + 14,052.19 $/mo. = $ 18,689.41 /mo.

Monthly Estimated O&M Cost:

(7,000.00 $/mo. X 33%/100) + 7,000.00 $/mo. = $ 9,310.00 /mo.

Lighting: From Schedule B-1 based on the feasibility study, design, and construction cost of $57,000, the PIAC is 25%. The PIAC is applied to the monthly amortized estimated cost and monthly estimated O&M cost.

Monthly Amortized Estimated Cost:

(4,767.71 $/mo. X (25%/100) + 4,767.71 $/mo. = $5,959.64 /month

Monthly Estimated O&M Cost:

2,375.00 $/mo. X (25%/100) + 2,375.00 $/mo. = $2,968.75 /month

(7) Basis of Savings Sharing Arrangement. The contractor submits a desired monthly payment for estimated ECSM costs and operations and maintenance costs as follows. This desired monthly payment is a target payment. The actual payment to the contractor could be more than the target or less than the target based upon the savings generated and the method of sharing arrangement negotiated.

$ 18,689.41 /mo. + $ 9,310.00 /mo. + $5,959.64 /mo. +
$2,968.75 /mo. = $44,494.46 /mo.

These costs are then compared to the energy and ancillary savings generated by the ECSM to determine a basis of a savings sharing arrangement.

-- End of section B --

SECTION C

DESCRIPTION/SPECS./WORK STATEMENT

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1.0 OBJECTIVE. This Request For Proposal (RFP) is for a national energy savings performance contract (ESPC). The Government intends to engage a contractor and/or contractors, hereto referred to as contractor, to investigate, develop, and submit to the Government Energy Cost Saving Measures (ECSMs) in 46 states (excludes North Carolina, South Carolina, Virginia and Georgia), Washington D.C. and Puerto Rico. This national contract is intended for use by federal and state government facilities, and when implemented will provide energy dollar savings to the Government. State government facilities are included to allow for the development of energy projects in state facilities that are co-located on federal installations or facilities such as the Army National Guard. Unless otherwise indicated herein or directed by the contracting officer, the scope of this contract will include any ECSM's proposed by the contractor and accepted by the Government. Energy cost savings projects must reduce the energy cost incurred by the customer. The cost of an ECSM can only be recovered during the term of the project through verified energy and ancillary cost reductions. It is the Government's intent to select potential contractors who will 1) develop, install, and implement energy efficient methods and equipment at Government facilities, and 2) who will ensure that the maximum energy dollar savings possible are generated from the installed equipment and methods by maintaining and operating the installed equipment and methods at or near their peak efficiencies. It is also the Government's intent to incentivize the selected contractors to maintain and operate the installed equipment and methods at or near their peak efficiencies therefore providing the Government the maximum amount of savings possible. The selected contractors in turn for providing to the Government the maximum amount of savings possible may receive the maximum return on their investment. Therefore, the more energy dollars saved, the more the selected contractors may earn. It is the Government's intent that by using contracting methods and techniques described in this

solicitation, it will be possible for Government facilities to not only meet but exceed the Energy Policy and Conservation Act, as mandated by the Department of Energy. The Government intent is to make the best use of taxpayer dollars and therefore the Government is pursuing this contracting procedure which allows the contractor open access to the Government's energy and ancillary cost savings assets. If the Government had access to capital, the Government would invest its own capital in development of these assets and would not be entering into this contract. The Government objective is to enter into an agreement with a contractor whereby the Government's energy and ancillary cost savings assets will be developed with the taxpayers best interest in mind. In most cases, the projects identified and developed by the contractor will be pursued via this contract. In some cases, the Government may find the taxpayer dollars are available for project development, in which case the contractor may be compensated for the project development assistance provided and the project pursued through Government channels with the project risk falling directly on the taxpayer.

2.0 TECHNICAL CRITERIA. The publications listed below form the basis for ECSM work relating to this contract. Additional criteria may be identified in the individual ECSMs. The publication dates given below are those current at the time of award of this contract. Work done under the individual ECSMs shall utilize the issue of the applicable publication current at the time of award of the ECSM. If a publication required by an individual ECSM is not listed below, the contractor shall utilize one that has national application. If conflicts arise among publications, the most stringent shall apply.

a. American National Standards Institute (ANSI)

ANSI Z88.2	(1980) Practices

b. Code of Federal Regulations (CFR)

29 CFR 1910	Occupational Safety and Health Standards

c. Department of the Army Regulation (AR)

AR 385-40	(Oct 1984) Accident Reporting and Records

d. Department of the Army, Corps of Engineers, Architectural and Engineering Instructions (AEI)

AEI	(Dec 1991) Design Criteria

e. Department of the Army, Corps of Engineers, Engineer Manual (EM)

EM 385-1-1	(Oct 1992) Safety and Health Requirements Manual

f. Department of the Army, Corps of Engineers, Huntsville Division (CEHND) Manual

CEHND 1110-1-1	(1994) Engineering Guidance Design Manual for Architect Engineers

g. U. S. Army Forces Command (FORSCOM), U. S. Army Reserve Command (USARC), and State and Local documents

FORSCOM, USARC, State and Local Safety Manuals
FORSCOM, USARC, State and Local Energy Design Guides

h. Applicable Codes

Applicable Energy Conservation Code

i. Secretary of Interior

Standards for Rehabilitation of Historic Structures

3.0 EXPLANATION OF ABBREVIATIONS AND TERMS. The following abbreviations and special terms are used in this contract.

3.1 Abbreviations

a. AEI.....Architectural and Engineering Instructions
b. ANSI.....American National Standards Institute
c. AR.....Army regulation
d. CDRL.....Contract Data Requirements List
e. CEHNC.....Corps of Engineers, U.S. Army Engineering and Support Center, Huntsville
f. CFR.....Code of Federal Regulations
g. DID.....Data Item Description
h. ECSM.....energy cost-saving measure

i. FAR.....Federal Acquisition Regulation
j. HVAC.....heating, ventilating, and air conditioning
k. NFPA.....National Fire Protection Association
l. PE.....professional engineer
m. ESPC.....Energy Saving Performance Contract
n. NEPA.....National Environmental Policy Act of 1969

3.2 Terms

3.2.1 Ancillary Savings. Cost savings, other than energy cost savings, which directly result from the contractor's efforts to save energy costs, including but not limited to operation, maintenance, repair, and environmental remediation cost reductions directly related to the system being modified.

3.2.2 Estimated Cost. Estimated cost shall be the direct costs (without contractor percent increase) that will be incurred by the contractor to implement the Energy Cost Saving Measure (ECSM), starting at the time of ECSM award; plus the estimated and negotiated approved cost to perform the feasibility study and the design. Estimated cost shall include: the contractor's direct cost for installed equipment, material, direct labor (including subcontractor percent increase); quality assurance, control and inspection; feasibility studies, designs and construction financing. Direct labor shall include any labor directly attributable to a task. This cost shall include workman's compensation and liability, State and Federal unemployment compensation, social security and fringe benefits. Fringe benefits shall include any health and welfare insurance, pension funds, vacation time, and training costs. Estimated costs shall not include costs which are included in the Percent Increase of Amortize Cost (PIAC), operation and maintenance costs, finance charges (as defined in paragraph 2.6) and indirect labor. FIRMS WHICH ARE WHOLLY OR PARTLY OWNED BY THE CONTRACTOR OR THE CONTRACTOR'S PARENT COMPANY SHALL NOT BE CONSIDERED SUBCONTRACTORS AS THE TERM RELATES TO ESTIMATED COST.

3.2.3 Contract Data Requirements List (CDRL), DD Form 1423, These forms are attached to Section J of this contract as Exhibit 2. These forms show the frequency, number of copies, and location of data submittals in the scope of work. Each CDRL has a corresponding DID.

3.2.4 Data Item Description (DID), DD Form 1664. These forms are attached to Section J of this contract as Exhibit 3. These forms are referenced throughout the contract and contain the instructions for preparation of the data required to be submitted. Each DID has a corresponding CDRL. Each DID is identified by a series of

alpha-numeric characters, usually prefixed by alpha characters which are specific to the scope of work and followed by numeric characters which are specific to the DID in question. Example: DID BW001

3.2.5 Energy Cost-Saving Measure (ECSM). A procedure, course of action, step taken, repair made, or change in equipment which lowers energy costs. ECSM may also be used to refer to the portion of the contract consisting of individual proposals submitted to the Government throughout the term of the contract, accepted by the Government, and incorporated into the contract by task order.

3.2.6 Energy Cost Savings. The maximum energy savings resulting from the incorporation of an ECSM which is maintained and operated at or near peak efficiency.

3.2.7 Finance Charges. Finance charges are the financing charges incurred by the contractor from a financial institution for the funding of task orders. The contractor shall not be allowed to add a percent increase (except as provided in PIAC) to this financing cost, but shall be a direct pass through cost from the financial institution. The contractor shall submit two finance rates with each task order, one assuming we lock in the interest rate at the time of the task order award (with the contractor or financial institution assuming interest rate fluctuation risk as appropriate) and an estimated finance rate assuming the rate will be locked in after construction completion at the time of project acceptance (with the Government assuming interest rate fluctuation risk during the construction period). The Government shall utilize the financing rate that is in the best interest of the Government.

3.2.8 Installation. Used as a noun, the military facility, federal and state government facilities, included in the 46 states (but not including Georgia, North Carolina, South Carolina, and Virginia) and Puerto Rico. The terms "post" and "base," when used as nouns, may also be used in place of "installation."

3.2.9 Percent Increase of Amortize Cost (PIAC). The maximum percent difference between the contractor's proposed payment and the combination of the amortized estimated cost and O&M costs of the ECSM. The PIAC shall include: cost to perform surveys prior to approval of feasibility studies; indirect labor; overhead costs; sales, general and administrative expenses; prime contractor percent increase of subcontractor-supplied equipment, material, or labor; profit to the contractor; and other costs that are not directly attributable to the project. The PIAC may be negotiated to a lower rate at the time of task order award. Indirect labor shall include any salaries that cannot be

directly attributed to a specific task and therefore must be distributed across several tasks or projects. Indirect labor shall be included in overhead. These costs shall not be recovered by the contractor except through the PIAC offered in Schedule B-1. The PIAC shall not include estimated costs, O&M costs, and finance charges. FIRMS THAT ARE WHOLLY OR PARTLY OWNED BY THE CONTRACTOR OR THE CONTRACTOR'S PARENT COMPANY SHALL NOT BE CONSIDERED SUBCONTRACTORS AS THE TERM RELATES TO PIAC.

3.2.10 Operation and Maintenance (O&M) Costs. O&M costs shall be the estimated direct cost for operation and maintenance (e.g., direct labor, material, and spare parts). Estimated O&M costs shall not include costs which are included in the estimated cost, the PIAC, and finance charges.

3.2.11 Proposed contractor payment, PIAC, estimated cost, and O&M costs are related by the following relationship.

Proposed Monthly Contractor Payment =

(Monthly Amortized Estimated Cost + Monthly O&M Cost) X (1 + % PIAC / 100)

4.0 DESCRIPTION

4.1 General

4.1.1 This solicitation may result in multiple awards. When an installation chooses to utilize this contract, the contracting officer will select an awardee to pursue ESCMs at the installation. The selected contractor may then begin to search out energy and ancillary cost savings potentials at the installation. The selected contractor is not required to pursue projects, in which case the contracting officer will select another contractor to perform the work. Contractors may not pursue projects at installations in pursuit of task orders under this contract unless authorized to do so by the contracting officer. The contracting officer authorization will stipulate the extent of the scope of potential energy projects. The authorization may be for a specific time period or for the term of the contract. Authorization may be withdrawn by the contracting officer at any time.

4.1.2 Project Teamwork. This contract advances the practice of teamwork between the Government and private industry as members of an energy cost-saving team. The Government's contribution to energy savings performance contracts is to extend access to potential savings projects for

development by the contractor in exchange for a portion of the monetary savings generated. The Government will offer it sites for survey, its records for research, its collective, employee-knowledge-base for review and interview by the contractor, and aid in the search for projects to pursue. Additionally, where possible the Government will attempt to minimize contract costs by streamlining procedures and requirements. The contractor's duties include: performance of site investigations; performance of economic and technical feasibility studies; projection of project designs; and provision of financing, management, construction, and operation of ECSMs. The contractor shall deal openly with the Government, develop Government resources prudently, and pursue projects which provide the maximum return to the Government. Teamwork incentive is provided in that failure of either participant to perform properly will result in decreased or lost savings sharing opportunity. The Government reserves the right to limit the opportunity for submission of additional ECSMs where the contractor does not perform in accordance with the requirements of this document.

4.1.3 Contract Requirements. ECSM's accepted under this contract shall specify the terms and conditions of any Government payments and performance guarantees. Aggregate annual payments to the contractor shall not exceed the actual energy and ancillary cost savings. The contractor should be compensated for actual, measurable energy and ancillary savings, hence, task orders must accurately define the energy baseline, or projected energy use, had the task order project not been implemented and the method with which savings will be measured. As a minimum, an annual energy audit must be conducted to verify savings and ensure payments are accurate. The measurement technique will be based on project complexity: the savings from the replacement of electrical equipment may not need to be metered and may be calculated, whereas heating modifications may be metered. In some cases, consideration must be given to other factors that affect energy demand, such as changes in mission, population, space utilization or weather. The cost of the technique relative to the savings generated shall be a prime consideration in the selection. Energy savings performance task orders shall specify the terms and conditions of any government payments and performance guarantees. The contract shall provide for a guarantee of performance and shall establish payment schedules reflecting such guarantee, taking into account any capital costs under the contract. Any such performance guarantee shall provide that the contractor is responsible for maintenance and repair services for any energy related equipment, including computer software systems. Agencies may incur obligation pursuant to such contracts to finance energy conservation measures, provided guaranteed savings exceed the debt service requirements.

4.1.4 Project Proposals. This contract is intended to provide a vehicle which allows the contractor to survey the installation on an ongoing basis as approved by the contracting officer. When an energy cost-saving potential is identified, the contractor shall submit to the Government a proposal as to how this potential savings can be realized. It is envisioned that the contractor will submit multiple proposals over time. Some proposals may involve only small cost savings. Other proposals may involve large dollar amounts. Ultimately, this contract may consist of many accepted proposals which have been incorporated into the contract by task orders. Each proposal will be treated individually in accordance with the provisions of this contract.

4.1.5 Basis of Payment to the Contractor. All services, equipment, and construction shall be provided at contractor expense and at no cost to the Government. The only payment that the contractor will receive under this contract will be through charges to the Government limited to the reduction in energy and ancillary costs as determined by the methods set forth in approved ECSMs. Payments to the contractor pursuant to this contract shall be no greater than the energy and ancillary cost savings directly resulting from the contractor's ECSMs. If there are no savings, as determined in accordance with the specific ECSM, then the contractor is due no payment. Contractor payment may vary as savings vary, in accordance with the specific ECSM. If an ECSM is refinanced by the contractor during the term of an ECSM resulting in a lower financing rate, the contractor's payment for that ECSM shall be renegotiated.

4.1.5.1 Basis for the Contractor's Price. Payment to the contractor shall be based upon a fixed sharing arrangement as submitted with the contractor's proposal in accordance with DID BW006, ECSM Proposal. The proposal shall include the estimated cost of the ECSM and any ongoing operation, maintenance, and repair costs to be incurred by the contractor. The contractor's proposed price and sharing arrangement shall be based upon Schedules B-1 and the contractor obtained financing rate accepted by the Government; the estimated cost; the rebates available; the estimated operation, maintenance, and repair costs; and the estimated energy and ancillary cost savings, taking into consideration inflation with respect to the estimated operation, maintenance, and repair costs. The contractor's estimated cost as submitted in his proposal will be verified by an independent government estimate. If the proposed price is higher than the independent Government cost estimate plus the PIAC as defined in Schedule B-1, then the proposal will not be in accordance with the cost provisions of the contract and the differences must be resolved prior to ECSM award.

4.1.5.2 Payments. Since payment to the contractor shall come

from savings which result from the ECSM, adequate savings must be available if the contractor is to be paid. If an ECSM generates no savings, then the contractor is due no payment. If the savings are limited or less than expected, then the contractor may receive a payment which is less than expected. The contractor will be paid no more than the agreed upon share of the actual realized cost savings.

4.1.5.3 Energy Cost-Saving Determination. The savings determination method shall not be limited, but shall be the best practical method of determining the savings generated by the ECSM and is subject to approval by the Government. The savings determination method shall be modified if the contracting officer determines that changed conditions require a modification. The Government may refuse to accept a proposal if the savings determination is not practical, possible, or indicative of the actual savings. The savings determination may be based on estimates or calculations if metering is not practical. The savings determination method shall not be such that, in the future, other energy cost-saving efforts funded by parties other than the contractor show up in this contract's savings, unless the Government determines that it is in its best interest to waive this requirement. In which case, provisions will be made to determine and account for the impact of the secondary savings on this contract's savings determination method. This waiver requirement can be met if the contractor is given full responsibility for savings in the area in question or if, as indicated above, the savings determination is based on estimates or calculations. For example, if the contractor proposes to replace only the lighting in the family-housing area and proposes to determine savings by comparing actual metered usage as seen on a meter which meters the entire family-housing area to the history of metered usage in the area, then it would be difficult for the Government to subsequently retrofit the heating, ventilating, and air conditioning (HVAC) systems in this area, since the savings from the HVAC retrofit would show up on the family-housing meter and appear to be savings generated by the contractor's lighting project. However, if the contractor proposes to assume complete responsibility for the family-housing area energy usage and proposes a complete package of energy cost-saving efforts including the HVAC system and other retrofits such that the Government determines that the likelihood of additional projects in the area is low, then use of the family-housing area meter as an indication of savings would be appropriate. Similarly, if the contractor proposes to calculate the savings generated by the lighting project in a manner acceptable to the Government and not use the area meter, the Government could subsequently retrofit the HVAC system without affecting this contract's savings determination procedure.

4.1.5.4 Ancillary Savings. Ancillary savings are any savings attributable to the project other than energy savings. Maintenance,

repair or operation costs for tasks currently being performed by the Government or by a contractor hired by the Government are ancillary savings if the contractor assumes the tasks, reduces the task, or eliminates the task. Operations costs for tasks currently being performed by the Government or by a contractor hired by the Government are ancillary savings if the contractor assumes the task, reduces the task, or eliminates the task. Costs which are to be incurred by the Government to meet environmental regulations are ancillary savings if the contractor assumes the task, reduces the task, or eliminates the task and if the money is available to the installation for sharing with the contractor. For example, if the Government has scheduled and funded the removal and replacement of a leaking oil tank with a new tank system ("repair by replacement") and the contractor installs a natural gas line to serve new gas fired equipment thereby negating the need for replacing the tank, the cost of the new tank system would be both an ancillary repair cost savings and an ancillary environmental cost savings provided the installation has this money in its budget for payment to the contractor. An example of a strictly environmental ancillary savings would be the cost of a refrigerant conversion on a water chiller containing a refrigerant with an ozone depletion potential (ODP) greater than 0.05, if the installation has planned for the conversion, and has money in its budget to fund the conversion. If the money is available for a project or task and the project or task will not have to be accomplished by the Government if the contractor performs an energy retrofit, then the savings can most likely can be considered as ancillary savings. The Government will determine whether a contractor proposed task elimination or reduction will be considered an ancillary savings available for sharing. The dollar value of the ancillary savings shall be provided by the Government and shall be defined in the ECSM. The ancillary cost savings documented and fixed in the ECSM can vary due to pertinent factors such as equipment aging, periodic rebuilds of equipment, and inflation. For example, the contractor may propose to replace and assume the maintenance responsibility for the HVAC units in the family housing area. The contractor would ask the Government to research the current cost incurred by the Government to maintain the systems. Assume the cost incurred by the Government last year was $100,000. The Government would inform the contractor that the ancillary savings created by the contractor replacing the HVAC systems and taking over the maintenance is $100,000. Since the maintenance cost increases as the HVAC systems aged, negotiation would result in an agreement to determine the ancillary savings in the out years by increasing the current cost of $100,000 per year with inflation (consumer price index) plus an additional percentage to allow for equipment aging. This negotiated agreement would be documented in the ECSM proposal and the ancillary savings determined throughout the term of the ECSM based on the agreement.

4.1.5.5 Savings Start Date. Savings generated by each individual ECSM will begin to be shared only after the contractor has installed an entire ECSM or a discrete part of the ECSM and the contracting officer has accepted the construction, or discrete portion thereof, as complete and in accordance with the contract. For example, if a contractor proposes to do a lighting retrofit in 10 buildings, schedules a group of five buildings to be completed and approved as a group, and completes and has approved the retrofit for the 5 buildings, then the contractor can claim payment for the buildings completed. An ECSM construction shall be approved and accepted by the contracting officer as meeting the requirements of the ECSM before savings may be claimed. If the contractor fails to perform on an individual ECSM in accordance with the contract at any time during the term of the ECSM, the contracting officer may withhold part or all of the payment due on that individual ECSM and may reduce the payment to offset any service contracted for but not received.

4.1.6 Fair Opportunity. For this contract task orders issued under multiple task order contracts, each awardee shall be provided a fair opportunity to be considered for each order in excess of $2,500. In determining the procedures for providing awardees a fair opportunity to be considered for each order, the contracting officer should exercise broad discretion and may consider factors such as but not limited to past performance, timeliness of performance, quality of deliverables, cost control, price, cost, contractor on site, contractor's available resources (financial and manpower), contractor's unique technical experience, or other factors that the contracting officer, in the exercise of sound judgment, believes are relevant to the placement of each task order. The contracting officer should not use any method (such as allocation) that would not result in fair consideration being given to all awardees prior to placing each task order. Formal evaluation plans or scoring of quotes or offers are not required. The contracting officer may use oral proposals and streamlined procedures when selecting a task order awardee but in most cases the contracting officer will not compete task orders. In addition, the contracting officer need not contact each of the multiple awardees under the contract before selecting a task order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. Where the contractor has demonstrated an exceptional performance level in any of the above consideration factors, additional consideration can be given by the contracting officer for that factor. It is expected that this extra consideration will only be used in those rare circumstances where the contractor's performance clearly exceeds the established performance levels. Awardees need not be given an opportunity to be considered for a particular task order in excess of $2,500 under multiple

task order contracts if the contracting officer determines that; (i) the installations need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays; (ii) only one such contractor is capable of providing such supplies or services requested at the level of quality required because the supplies or services ordered are unique or highly specialized; (iii) the task order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

4.2 Contract Arrangements. The contractor shall only be paid if adequate savings exist. Payment to the contractor shall be on a monthly basis by means of an Energy Savings Performance Contract (ESPC) arrangement whereby the contractor receives a negotiated portion of the proven energy and ancillary cost savings as payment for the contractor's efforts. The ECSM proposed by the contractor shall be provided at no cost to the Government.

4.3 Project Types. The cost-saving potentials sought by the contractor can range from small maintenance and repair efforts which will result in immediate energy cost savings and can pay for themselves quickly to large capital-intensive projects which may take years to recover the initial investment. The contractor may be directed by the contracting officer to package smaller efforts into larger projects to maximize proposal evaluation and contract administration efficiency. Projects may result in ancillary benefits, such as operation and maintenance cost savings to the installation, which may be shared with the contractor to help fund the ECSM. Projects may benefit the installation in nonmonetary ways by providing long-needed capital improvements that result in increased comfort levels in facilities and housing areas. No proposal will be considered if it would impair or otherwise adversely affect the mission of the installation or the safety and health of the installation's or the contractor's employees.

4.4 Generic Safety Plan. The contractor shall prepare and submit to the Contracting Officer for approval a generic safety plan. The generic safety plan must be submitted and approved before the contractor can be considered for a task order under this contract. The contractor shall adapt the generic safety plan to meet the specific requirements of a facility for each task order issued.

5.0 SERVICES TO BE PERFORMED

5.1 General Services. The contractor shall, commencing upon issuance

of this contract, supply all personnel, tools, equipment, transportation, material, and supervision needed to safely and efficiently perform ECSM's. No project equipment shall be purchased without Government approval. All tasks to be completed under this contract shall be performed in accordance with applicable provisions of EM 385-1-1; CEHND 1110-1-1; and Architectural and Engineering Instructions (AEI), Design Criteria (Dec 1991).

5.1.1 Contractor's Representative. The contractor shall execute all work relating to this contract under the direction of a contractor project manager. The contractor project manager shall oversee task accomplishment, administer all instructions, and answer all questions from the contracting officer pertaining to the tasks during the life of this contract. The contractor project manager shall be responsible for the complete coordination of all work under this contract. All work shall be accomplished with internal controls and review procedures adequate to eliminate conflicts, errors, and omissions and ensure the technical accuracy of all work.

5.1.2 Overall Responsibility. The contractor shall be responsible for all site surveys, feasibility studies, calculations, work plans, designs, equipment start up, testing, maintenance, repair, training, and operations (where appropriate) needed to implement awarded ECSM's, including but not limited to labor, equipment, material, software, applicable engineering documentation, and other services and/or products needed to implement the awarded ECSM's and to provide a complete and fully operational facility for the duration of this contract, unless otherwise indicated in the awarded ECSM or directed by the contracting officer.

5.1.3 Documentation. The contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation needed for its management of this contract.

5.1.4 Permits. The contractor is responsible for identifying and obtaining all permits required by Federal, State, local, and installation agencies.

6.0 ACTIVITIES UNDER ECSM

6.1 Project Sequence and Specific Services. The sequence of ECSM development and implementation and the level of effort required to accomplish each phase of a project can vary depending on the type and size of the project. Generally it will be at the contractor's discretion whether all steps in the sequence of a project are executed sequentially

in accordance with the provisions stated herein or combined, although the contracting officer may direct otherwise. The project sequence should be streamlined whenever possible. Coordination between the Government and the contractor at every phase of the project from site survey through design, construction, and operation and maintenance will minimize misdirected contractor effort. The contractor should not proceed from one phase in the project sequence to the next phase in the project sequence until discussing it with the Government. On small efforts, site survey through design may take place in only one day, with verbal coordination between the contractor and the Government. On large efforts, the contracting officer may require strict adherence to all the steps of the sequence, with complete written documentation as described herein. In some cases, certain steps may be abbreviated, consolidated or waived as directed by the contracting officer if doing so benefits both the Government and the contractor. The project sequence described herein is structured to prevent the contractor from pursuing projects which the Government cannot accept and to negotiate feasibility study and design, estimated cost, and scope of work prior to the contractor risking his money on a job the Government might not accept due to technical or cost factors. The process can lead to inefficiency on smaller projects and is therefore not justifiable. The contractor may elect to postpone submission of the required data and delay negotiation to later stages in the sequence.

6.1.1 Team Meetings. The typical ECSM sequence will start with meetings between contractor employees and Government energy, facility, and contracting personnel to discuss possible areas of potential savings. The intent of these meetings is to exchange information, coordinate efforts, and maximize the contractor's efforts by steering the contractor to energy cost saving potentials and away from areas which the Government knows it will not consider for an ECSM project. These types of meetings should be held as often as the contractor and the Government feel necessary throughout the life of this contract. This coordination effort between Government and contractor personnel should also take place informally on a daily basis as appropriate. The contractor is not required to pursue projects proposed by the Government. The contractor shall pursue only those projects which the contractor feels have potential and the contractor is willing to invest contractor efforts at the contractor's expense.

6.1.2 Site Survey Proposal. The contractor shall submit, in accordance with DID BW001, Site Survey Proposal, a site survey proposal for approval prior to performing each site survey if the contracting officer determines that the site survey will be extensive, complicated, or disruptive to the installation's mission. The contracting officer may waive this requirement if he or she feels that the proposal is not

necessary.

6.1.3 Site Survey. After receiving the contracting officer's approval, the contractor shall perform the site survey in accordance with DID BW002, Site Survey. The site survey cost can only be recovered through either the PIAC offered in Schedule B-1 or through the Government's option to obtain ownership of submitted documentation.

6.1.4 Site Survey Report. The contractor shall submit a site survey report to the contracting officer after completing the site survey. This report shall be submitted for review and approval in accordance with DID BW003, Site Survey Report. The site survey report cost can only be recovered through either the PIAC offered in Schedule B-1 or through the Government's option to obtain ownership of submitted documentation. If the report recommends that a feasibility study be conducted, the report shall include a proposal for the scope of work and estimated feasibility study cost. The proposal will be negotiated resulting in either a firm fixed price or a not to exceed cost. This proposed cost, as negotiated and accepted by the contracting officer, shall be the basis for the feasibility study cost to be used with other appropriate costs to determine the estimated cost as defined herein.

6.1.5 Feasibility Study. If the contractor and the Government determine that the survey indicated sufficient potential and both parties agree that to consider the project identified in the survey, the contracting officer will send a letter to the contractor accepting the feasibility study proposal and the contractor, at the contractor's risk may conduct a feasibility study. The study shall be in accordance with DID BW004, Feasibility Study. The contractor shall submit the report to the contracting officer for review and approval. If the report recommends that a design be prepared, the report shall include a proposal for the scope of work, the estimated design cost, and the methodology and technique to be utilized for measurement and verification. The proposal will be negotiated resulting in either a firm fixed price or a not to exceed cost. This proposed cost, as negotiated and accepted by the contracting officer shall be the basis for the design cost to be used with other appropriate costs to determine the estimated cost as defined herein. If the contractor determines the effort has no potential, the contractor may cancel the project and send a letter to the contracting officer indicating the reasons for the cancellation. The contractor shall meet with Government personnel to discuss the cancellation if required to do so by the contracting officer. If the contracting officer determines that the project is not feasible for any reason including but not limited to financial, technical, contractual, savings determination, installation mission, or organizational issues, the Government will not be subject

to any costs associated with the feasibility study unless the Government exercises its option to obtain ownership of the submitted documentation.

6.1.6 Design. If the contractor and the Government determine that the feasibility study indicated sufficient potential and both parties agree that they would consider the project identified in the study, then the contracting officer will send a letter to the contractor accepting the design proposal and the contractor may prepare the design at the contractor's risk. On projects with an estimated first cost greater then $100,000, the design shall be in accordance with DID BW005, Design. On projects with an estimated first cost less than $100,000, the design shall be in accordance with DID BW005A, Design.

6.1.6.1 Preliminary Submittal. Once the feasibility study and design concept have been reviewed and approved and the contractor is given approval to proceed to the design stage, the contractor shall provide the preliminary design, with accompanying cost estimate, for review and approval.

6.1.6.2 Final Design Submittal. The contractor shall incorporate the comments received from the Government into the preliminary submittal and submit this final design to the Government for back check and approval. Along with the final design, the contractor shall revise the Life Cycle Cost Analysis conducted during the feasibility study using the design specific data and resubmit the feasibility study. If the contracting officer determines that the project is not feasible for any reason including but not limited to financial, technical, contractual, savings determination, installation mission, or organizational issues, then the Government will not be subject to any costs associated with the feasibility study or the design unless the Government exercises its option to obtain ownership of the submitted documentation.

6.1.7 ECSM Proposal. The contractor shall submit a complete ECSM proposal for evaluation by the Government. The ECSM proposal shall be in accordance with DID BW006, ECSM Proposal. The contractor shall participate in negotiations with the Government. The proposed savings sharing arrangement shall provide a PIAC to the contractor no greater than the share proposed in Schedule B-1 in the contractor's initial response to the request for proposal. The Government will perform an independent estimate of the cost of the effort. The Government will use its independent estimate to determine if the contractor's proposed payment is in accordance with the PIACs proposed in Schedule B-1 and the finance charges that the contractor will incur respectively, and that the proposed construction O&M costs are reasonable. The Government will not accept a payment proposal which results in the contractor receiving a higher PIAC on

cost than was proposed in Schedule B-1, a finance charge that is unreasonable, or a cost that is unreasonable. If the contractor has presented an acceptable proposal but insists on a greater share or amount than proposed in schedules B-1 and/or the cost is unreasonable and an agreement cannot be reached, the Government has the right to the proposal and (if appropriate funds are available) may implement it through another contractor or by the Government. If the contractor submits a proposal that is unacceptable, then the contracting officer will so inform the contractor and no further action relative to the proposal will be necessary.

6.1.8 ECSM Award and Execution. Upon successful completion of negotiations and, if applicable, resubmittal of the proposal, the contracting officer will officially accept the proposal by issuing a task order to incorporate the proposal and any other appropriate contract changes. The contractor shall perform the following functions, unless otherwise indicated in the approved ECSM or directed by the contracting officer:

6.1.8.1 Participate in a preliminary project meeting with the Government in accordance with DID BW007, Preliminary Project Meetings.

6.1.8.2 Prior to procurement, provide shop drawing submittals for all equipment and material in accordance with DID BW008, Shop Drawings, except when the construction cost estimate for the ECSM is less than $100,000 and; therefore, the design was prepared in accordance with DID BW005A, Design.

6.1.8.3 Provide and maintain an effective quality control program in accordance with DID BW009, Quality Control Program, or as indicated in the approved ECSM, or as directed by the contracting officer.

6.1.8.4 Provide, maintain, and execute an approved site safety and health plan requirements in accordance with DID BW010, Site Safety and Health Plan. The Site Safety and Health plan must be submitted and approved by the contracting officer before a Notice to Proceed can be issued for a task order.

6.1.8.5 Provide a work schedule in accordance with DID BW011, Work Schedule. The Work Schedule must be submitted and approved by the contracting officer before a Notice to Proceed can be issued for a task order.

6.1.8.6 Prepare a monthly progress report for all projects under this contract, including a summary progress report, and submit to the

contracting officer in accordance with DID BW012, Monthly Progress Reports.

6.1.8.7 Perform the construction effort as defined in the approved ECSM and as directed by the contracting officer. The contractor shall be responsible for all construction and quality control functions in accordance with section E of this contract. The contractor shall provide site security (fencing, lighting, and/or guard service) as required by each ECSM. At a minimum, the contractor shall maintain the site and all other contractor-controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The contractor shall comply with all site security regulations. The Government will not be responsible for theft, vandalism, injury, or accident relative to any ECSM.

6.1.8.8 Maintain telephone/correspondence records in accordance with DID 8W013, Telephone/Correspondence Record.

6.1.8.9 Conduct performance testing of modified system and obtain Government inspection/approval in accordance with DID BW014, System Testing.

6.1.8.10 Prepare operating instructions in accordance with DID BW015, Operating Instructions.

6.1.8.11 Train Government personnel in accordance with DID BW016, Training.

6.1.8.12 Certify computer media in accordance with DID BW017, Certification of Computer Media, and provide such certification to the contracting officer at the time of submission of any computer medium.

6.1.8.13 Prepare operating and maintenance manuals in accordance with DID BW018, Operating and Maintenance Manuals, and submit such manuals to the Government.

6.1.8.14 Prepare a spare parts list, including sources, in accordance with DID BW019, Spare Parts List, and submit such listing to the Government.

6.1.8.15 Provide warranties in accordance with DID BW020, Equipment and Construction warranties, and submit such list to the Government.

6.1.8.16 Prepare a certified list of service organizations in accordance with DID BW021, Service Organizations, and submit such list to the Government.

6.1.8.17 Prepare final as-built drawings in accordance with DID BW022, As-Built Drawings, and submit such drawings to the Government.

6.1.8.18 Submit a final site-specific ECSM report in accordance with DID BW023, Site Specific ECSM Report, after completion of the ECSM. The contracting officer representative (COR) should prepare and submit a signed report tot he Contracting Officer after completion of the ECSM construction verifying that the items identified in the Task Order were completed and that the COR is accepting the work performed by the contractor as complete and accurate.

6.2 Option to Obtain Ownership to Submitted Documentation and Concepts. The Government shall have the option to obtain ownership of all surveys, feasibility studies, designs, and proposals submitted to the contracting officer, including the content and technical approach presented. If after the contractor has performed feasibility study, designs, proposals, and/or site surveys the Government chooses to pursue a project by means other than this contract, the Government shall exercise its option to obtain ownership of all surveys, proposals, and designs submitted to the contracting officer, including the content and technical approach presented, for the individual ECSM in question. The contractor shall receive appropriate consideration for the contractor effort on the particular ECSM (i.e., recovery of study and design costs as estimated and submitted to the contracting officer via the site survey report and the feasibility study report plus the cost to perform the site survey plus an appropriate PIAC as bid in Schedule B-1, as applicable), through modification of payments due on other ECSM's already under contract or by utilizing Government funds that are appropriate for procuring this type of service. This contract language is included to allow the best use of taxpayer funds by allowing the Government to develop its resources through the best manner possible, while compensating the contractor for his efforts.

6.3 Rights to Ideas and Technical Approach. The Government intends to fulfill its requirements by issuing task orders for energy conservation projects. However, this does not exclude the Government from fulfilling its requirements through other programs such as Energy Conservation Investment, Federal Energy Management or use of other Government funds . See Section H, 52.249-4002, Government Funds. The Government is giving the contractor the opportunity to propose a wide range of energy cost-saving projects at the installation, with installation personnel playing a key role in the projects. The Government will expend valuable personnel resources supporting the contractor's requests for consultation, data, and access to the installation's facilities, thereby making it possible for the

contractor to submit proposals. The Government also commits its resources to evaluate proposals submitted by the contractor. In return for these considerations, if the Government and the contractor are unable to negotiate and award an ECSM, the Government will have unlimited rights to all ideas and technical approaches developed by the Government/contractor team for the ECSM in question without additional consideration or compensation to the contractor. The Government will not have rights to the contractor's work products such as survey data, feasibility study reports, and design documentation. Further, the Government will have the right to perform the proposed ECSM or a variant thereof, utilizing the contractor submitted methods, procedures, and equipment types by any means or method, including hiring another ESPC contractor. This provision of the contract is included so that, if the contractor abuses the privilege of access to the Government's assets, granted to him by the Government via this contract, by not proposing and negotiating in good faith, the Government is not prohibited from pursuing development of its energy and ancillary cost-savings assets through other programs identified above.

7.0 GENERAL REQUIREMENTS

7.1 Material and Equipment. Material and equipment used relative to this contract shall be the standard products of a manufacturer regularly engaged in the manufacturing of products of similar material, design, and workmanship. These standard products shall have been in satisfactory commercial or industrial use for at least 2 years prior to submission for approval. The 2-years' use shall include applications of equipment and material under similar circumstances and of similar size as proposed by the contractor and must be satisfactorily completed by a product which has been sold or is offered for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures. Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation, for not less than 6,000 hours exclusive of the manufacturer's factory tests, can be shown and is approved by the contracting officer. The equipment shall be supported by a service organization.

7.2 Name Plates. Each major component of equipment shall have the manufacturer's name, address, equipment type or style, and catalog or serial number etched or impressed on a nameplate securely attached to the item of equipment.

7.3 Existing Conditions. By submitting the final proposal for contracting officer approval, the contractor acknowledges that the contractor is satisfied with respect to the nature and location of the work; the general and local conditions, particularly those bearing upon

availability of transportation, disposal, handling, and storage of material; availability of labor, water, and electrical power; uncertainties of weather or similar physical conditions at the site; the conditions of the grounds; the nature of equipment and facilities needed preliminary to and during the prosecution of the work; the nature of use and the state of repair of the equipment, systems, and facilities; the cost and costing of fuels and utilities; the availability of historical data and documents; and all other matters which can in any way affect the work, the cost thereof, or the savings generated under this contract. The contractor further acknowledges that, through inspecting the site, the contractor is satisfied with respect to the nature and quantity of surface and subsurface material to be encountered. Any failure by the contractor to become knowledgeable with respect to available information or information which could be obtained or produced by the contractor, such as by site surveys, testing, monitoring, soil boring, etc., will not relieve the contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work or from proceeding to successfully perform the work without additional expense to the Government, subject to the provisions of FAR 52.243-0004, Changes - Fixed Price. Information derived from inspection of logs of test borings, of topographic maps, or of plans showing location of utilities and structures will not in any way relieve the contractor from risk, or from responsibility for properly examining the site and making such additional investigations as are appropriate, or from properly fulfilling all the terms of the contract.

7.4 Deficiency Correction. The contracting officer shall have the right to require modification and correction of the contractor's designs, installations, and operation and maintenance practices for cause, e.g., undersized, misapplied, or faulty equipment or equipment, systems, or operation and maintenance practices which fail to meet contract requirements in a reliable and safe manner. Modifications to this contract to correct such deficiencies shall not include any adjustment in the savings-sharing arrangement. If the contractor does not agree to such modifications, the differences between the parties shall be resolved pursuant to "Disputes," FAR 52.233-1, Section I.

7.5 Inspection and Testing

7.5.1 Inspection of Work. The contracting officer shall have the right to inspect all contractor work. If the contracting officer finds that the work is not in accordance with the approved ECSM, or creates a hazard, or is unduly disruptive to the installation's mission, the contractor shall immediately respond, providing corrective measures.

7.5.2 Acceptance. Acceptance of construction work by the

contracting officer shall not relieve the contractor of responsibility for rendering satisfactory services in accordance with the provisions of this contract.

7.5.3 Inspection of Facilities. The contracting officer will have the right to inspect all contractor facilities and operations relating to this contract at any time during the term of the contract. Accordingly, the contractor shall provide the Government complete and unhindered access to all contractor facilities which support this contract.

7.5.4 Compliance Testing. If, at any time during the term of the ECSM, the contracting officer has reasonable suspicion that systems for which the contractor is responsible do not meet contract requirements, he may require that the system or equipment components and materials be tested. The contractor shall submit a cost estimate for the testing required. Upon the direction of the Contracting Officer, the contractor shall have systems testing performed to verify that the contract requirements are being fulfilled. Testing shall be performed by an independent organization as approved by the Contracting Officer. If deficiencies are found, corrections shall be made as directed by the Contracting Officer, at no cost to the Government. Where a deficiency affects the energy savings performance guaranteed under this contract, corrections to savings and billings shall be made as directed by the Contracting Officer. If the Contracting Officer requests a test and it is determined that there are no deficiencies, the Government shall reimburse the contractor for the costs of testing by payments from the Government's share of the savings. The Contracting Officer shall receive a certified copy of each test report.

7.6 Codes and Standards. All of the contractor's work shall conform to the requirements of this contract. The contractor shall adhere to codes and standards as specified herein and in each ECSM. All products and equipment provided by the contractor shall be Underwriters Laboratory or Factory Mutual listed or equivalent. All tasks to be completed under this contract shall be performed in accordance with applicable provisions of Department of the Army, Corps of Engineers, Engineer Manual, EM 385-1-1, Safety and Health Requirements Manual; Department of the Army, Corps of Engineers, Huntsville Center Manual CEHND 1110-1-1, Engineering Guidance Design Manual for Architect Engineers; Department of the Army, Corps of Engineers, Architectural and Engineering Instructions (AEI) Design Criteria; and Federal, State, Local or Installation codes. All codes and standards requirements shall be based on the latest edition of applicable local, State, and Federal codes (with specific dates being identified in the individual ECSMs) at the time of the award of each ECSM.

7.7 Facility and Equipment Disposition. The contractor shall retain ownership responsibility of all contractor provided equipment, material, and software throughout the term of the ECSM. The facilities, equipment, material, tools, software, licenses, and other items used by the contractor or that are needed to operate and maintain the systems provided and installed under this contract as listed in the approved ECSM shall become the property of the Government at the end of the ECSM term at no additional cost to the Government unless otherwise stated in the approved ECSM.

7.8 Environmental Protection. Prior to purchase of material or for any work other than design, the contractor will ensure NEPA requirements are fulfilled. The contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust within reasonable limits, in accordance with all applicable Federal, State, and local codes and regulations.

7.9 Asbestos. When work is in areas suspected of containing asbestos, 29 CFR 1910 shall apply. If asbestos is encountered during the course of a project, work shall cease immediately, and the contracting officer shall be notified.

7.10 Out-of-Scope Work. Out-of-scope work is work or services which the contractor considers to constitute changes in work required by this contract and, therefore, necessitating an adjustment in contract price. The contractor is advised not to perform any out-of-scope work under this contract. Any work considered by the contractor to constitute out-of-scope work should be immediately brought to the contracting officer's attention. The work in question shall not continue until the contractor has made a proposal to the contracting officer covering such work, has negotiated a mutually satisfactory share of potential savings, and has received approval of the change in work in writing.

7.11 Fire Safety, Fire Prevention, Fire Protection, and First Aid. The contractor shall perform all work and maintain contractor on post facilities in a fire-safe manner. On sites under contractor control or responsibility, the contractor shall supply and maintain fire protection equipment adequate to extinguish incipient fires. The contractor shall comply with applicable post, local, and State fire prevention regulations and applicable National Fire Protection Association (NFPA) codes. The contractor shall supply and maintain, at contractor on post facilities, such first aid equipment as is appropriate for dealing with minor incidents.

7.12 Fire and Ambulance Jurisdiction. The local fire department with coordination from the installation shall have jurisdiction over and

** 7.7 Facility and Equipment Disposition. Unless otherwise specified in the ECSM proposal and incorporated into the task order, the contractor shall retain ownership responsibility of all contractor provided equipment, material, and software throughout the term of the ECSM. The facilities, equipment, material, tools, software, licenses, and other items used by the contractor or that are needed to operate and maintain the systems provided and installed under this contract as listed in the approved ECSM shall become the property of the Government at the end of the ECSM term at no additional cost to the Government unless otherwise stated in the approved ECSM. **

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7.12 Fire and Ambulance Jurisdiction. The local fire department with coordination from the installation shall have jurisdiction over and shall be principally responsible for fire prevention inspections. Fire fighting at any contractor facility shall be the responsibility of the local fire department. The contractor shall provide keys to the installation for access into any contractor on post fenced area, building, or structure. The keys shall be labeled or permanently tagged for their respective locks and shall be replaced within one hour if the lock is changed. The local Fire Marshall shall be the authority having jurisdiction in all matters relating to fire prevention, fire protection, and fire fighting. Ambulance service will not be provided by the installation.

7.13 Accident Reports. The contractor shall comply with accident reporting requirements as outlined in AR 385-40, which will be furnished by the contracting officer. All accident reports shall be submitted to the contracting officer.

7.14 Hazardous Materials. The contractor shall retain ownership and shall be responsible for the disposal of hazardous material and waste that the contractor generates pursuant to this contract. Disposal shall be off government property and in accordance with the Resource Conservation and Recovery Act and its associated state and local regulations. The Government shall retain ownership of hazardous material and waste which is Government property prior to ECSM award even if the material is to be removed in pursuant to this contract. The contractor shall document the type and location of all hazardous materials which will be removed in the performance of this contract and shall submit the data to the contracting officer. If the material is to be removed during the installation of an energy retrofit, the data shall be submitted with the feasibility study. If the material is to be removed during maintenance and repair operations, the contractor shall submit a letter containing the information to the contracting officer. The contractor shall be responsible, in accordance with requirements set forth in approved ECSM's, for the removal of hazardous material which must be removed to perform the work required by this contract. The contractor shall properly package and label the material in accordance with the applicable laws and shall place the material in a location approved by the Contracting Officer. The Government will then dispose of the material.

8.0 ADDITIONAL CONTRACTOR RESPONSIBILITIES

8.1 General

8.1.1 Presentations and Meetings. The contractor shall attend meetings as required and specified by the contracting officer, providing such contractor personnel as is appropriate to address the meeting's issues. The contractor may request meetings, relative to any ECSM, whenever the contractor feels that such meetings are desirable.

8.1.2 System Changes During ECSM Term. If any changes to the equipment or systems for which the contractor has responsibility are needed after ECSM approval, the contractor shall notify the contracting officer, in writing, of the changes and provide updated as-built drawings, operation instructions, maintenance manuals, and spare parts lists to the Government in accordance with the requirements of the original project documentation.

8.1.3 Payments. The contractor should submit invoices for payments on a monthly basis within 10 working days after receiving from the Government its portion of the information needed to make the necessary calculations. The payment request shall consolidate payments for all ECSMs. The contractor shall submit all documents, data, calculations, spreadsheets, etc., used by the contractor to determine savings and payments. The contractor shall present the data in a logical sequence such that the Government can verify an invoice without undue effort and without duplicating the effort the contractor must make to generate the invoice. The contractor shall satisfy all requests by the Government for additional information and clarification needed by the Government to verify the correctness of the invoice. The Government's invoice verification will meet the audit requirements established by the Energy Policy Act, unless otherwise indicated by the contracting officer. The contractor shall also provide any data needed by the Government to verify that the contractor is performing in accordance with the requirements of the contract, such as maintenance records, meter readings, work orders, purchasing records, etc.

8.1.4 Utility Company Incentives. The contractor shall determine the availability of utility company rebates and other incentives. The contractor shall obtain all available incentives and shall apply such incentives to buy down the contract price. Specific guidelines as to how the contractor intends to address utility company incentives shall be included as a part of each contractor proposal. Utility company incentives which are not addressed by the proposal shall be the property of the Government, and the contractor shall provide support as needed to enable the Government to apply for and receive such incentives.

8.1.5 Metering. Any new metering, monitoring, measuring, or testing needed to verify savings shall be provided by the contractor, including equipment, software, labor, and installation. Meters and instrumentation shall be in calibration and shall be recalibrated, as

necessary, in accordance with the equipment manufacturer's recommendations as to frequency, with the recalibration being performed by a firm approved by the contracting officer. If at any time the contracting officer feels that a meter or instrument is out of calibration, the contractor shall have the meter's or instrument's calibration checked by a contracting officer-approved firm, and the findings shall be reported to the contracting officer. The meter or instrument in question shall be recalibrated or replaced with a properly calibrated unit if error is detected.

8.1.6 Public Affairs. The contractor shall not publicly disclose any data generated or reviewed under this contract without written approval from the contracting officer.

8.1.7 Protection of Property. The contractor shall protect wiring, piping, fixtures, equipment, utilities, structures, and all other Government or personal property. Any damage as a result of the contractor's efforts or negligence shall be repaired, or the damaged item replaced, by the contractor at the contractor's expense.

8.1.8 Subcontractors. The contractor shall be responsible for ordination of the work of all trades, subcontractors, and suppliers tive to this contract. The Government or its representatives will not ertake to settle differences between the contractor and a subcontractor or between subcontractors. The Government reserves the right to refuse to permit employment on the work relative to this contract or to require dismissal from such work of any subcontractor that has previously performed unsatisfactory work on Government projects or that the contracting officer determines to be incompetent or otherwise objectionable.

8.1.9 Contractor Facilities. The contractor shall be required to provide its own facilities to house its field operations unless otherwise agreed to by the contracting officer. The Government will provide sites on post for construction trailers and outdoor-construction-material storage. The contractor shall confine such trailers and material to the sites designated by the contracting officer. It shall be the responsibility of the contractor to provide and maintain portable chemical toilets during construction periods. The sanitation facilities shall be as approved by the contracting officer.

8.1.10 Utilities. The contractor shall be responsible for making all connections to Government-supplied utilities. The contractor shall make all connections in accordance with the installation's requirements as provided by the contracting officer.

8.2 Operations. The contractor shall be responsible for operations, including, labor, equipment, material, tools, software, and facilities, as specified in approved ECSMs and schedules and as indicated herein. The contractor shall receive, store, handle, install, test, operate, and maintain manufactured items, equipment, and systems needed in relation to an approved ECSM in full conformance with the requirements of the manufacturer.

8.3 Maintenance and Repair

8.3.1 Maintenance and Repair Responsibility. The contractor is responsible to maintain performance of each piece of equipment, system, and component, including software, provided or modified by him under this contract. The required contractor response time for maintenance and repair will be indicated within each ECSM. In critical areas of the facilities, a response time of one hour may be required. If the equipment is not functional within the agreed upon time, liquidated damages may be assessed. Government-owned equipment, systems, and components which are modified, upgraded, or otherwise enhanced by the contractor may continue to be maintained by the Government if so stated in the proposed and approved ECSM. The contractor shall specify proposed Government maintenance requirements in the ECSM proposal. The contractor shall specifically relieve the Government of all liability for lost savings due to Government action or inaction prior to notification by the contractor. The ECSM proposal shall include pricing information for contractor-assumption of the Government maintenance, if it should prove to be inadequate. The contractor shall monitor the Government's maintenance to assure it is sufficient for adequate performance. If at any time during the term of the ECSM, payments or costs to the contractor, or ability to meet the performance guarantees are adversely affected by the Government maintenance and repair efforts, the Government shall have 30 days from written notification by the contractor to modify its maintenance and repair practices and correct the problem. If the problem remains, the contractor may propose a modification to the ECSm to allow the contractor to provide the maintenance and repair, in accordance with the ECSM pricing information, and the Government shall modify the ECSM accordingly.

8.3.2 Emergency Operations. The Government will not move, turn off, or otherwise change any equipment for which the contractor is responsible without the consent of the contractor, unless it becomes necessary to do so in an emergency to prevent loss of life, injury, damage to property, or disruption of the installation's mission or in accordance with the provisions of approved ECSMs, in which cases the Government will not be responsible for any lost savings or equipment damage which result from its actions.

8.3.3 Preventive Maintenance. Preventive maintenance for which the contractor is responsible shall be scheduled. The contractor shall provide the contracting officer with up-to-date maintenance and repair schedules and confirmation of completed work. The original copy of such materials shall be kept on record in the contractor's files and available for inspection by the Government. In accordance with DID BW021, Maintenance and Repair Schedule, the contractor shall submit to the contracting officer for review and approval the contractor's plan for maintenance and repair relative to the approved ECSM. All work shall be prosecuted in accordance with the approved plan.

8.4 Installation Security Requirements. The contractor shall provide personnel to perform work under this contract which have or are capable of obtaining secret security clearances in accordance the requirements of the installation, in the time frame required to properly implement each ECSM as submitted and approved by the Contracting Officer, under this contract. Security clearances will be obtained by the contractor at his own cost. The security requirements of the installation will be coordinated with the Contracting Officer.

9. ADDITIONAL GOVERNMENT RESPONSIBILITIES

9.1 Data. The Government will be responsible for providing the contractor with data needed to determine savings and to perform in accordance with this contract. Such data will be provided within 15 working days of request from the contractor or within 15 working days of the Government's receiving the information for such items as utility billing data. The data that the Government is responsible for providing shall be limited to data which the Government currently possesses or has access to at no or small cost to the Government. Examples of data for which the Government will be responsible for providing are copies of drawings and documents which are available to the installation, such as as-built drawings, utility records, utility contracts, maintenance contracts, utility bills, fuel usage records, boiler logs, maintenance records, maintenance cost records, existing energy study reports, and other similar data. The Government will not be required to create new data unless such creation is agreed to by the contracting officer.

9.2 Team Meetings. The Government will participate in brainstorming meetings with the contractor to facilitate the contractor's pursuit of projects. The Government will provide the contractor access to all facilities on the installation, excepting areas which are off limits to all contractor personnel for security reasons. If escorts are required in

secure areas, the Government will provide such escorts. The Government will provide a knowledgeable guide, if requested by the contractor, to assist the contractor in determining system characteristics, existing operation and maintenance practices, etc.

9.3 Review Periods. The Government will provide the contractor with review comments or submittal approval within 20 working days of receipt by the contracting officer for all items except proposals. The Government will respond to proposals with comments, task order, or a negotiation meeting within 25 working days of receipt by the contracting officer. The contractor may request that the Government expedite its response to a submittal. The contracting officer will respond verbally to such requests within 3 working days of the Government's receipt of the request and will follow with written confirmation of the Government's approval or disapproval of the request to expedite.

9.4 Liquidated Damages. The Government will be responsible for documenting liquidated damages which may be imposed on the contractor for failing to perform in accordance with approved ECSMs. Each task order which incorporates an ECSM will include specific liquidated damages.

9.5 Government Assistance. While it is mutually agreed that while the contractor retains the sole responsibility for the maintenance and performance of equipment that the contractor has agreed to maintain for the contractor's account, the Government agrees to assist as in the Government's best interest, to avoid energy demand spikes, setting a new demand peak, and such other events that would be detrimental to the overall project mission. In all such cases where the Government intervention is undertaken at the request of the contractor, the contractor agrees to hold harmless and to indemnify the Government of any liability that may be incurred for damages to the Contractor's equipment or lost savings. No action or inaction taken by the Government under this paragraph will be subject to the Disputes Clause, FAR 52.233.001. The Government does not guarantee that it will in fact provide the assistance requested. The Government will evaluate each request and provide assistance as practicable and when in the Government's best interest. Hence, its is agreed that the Government has sole discretion to act to assist the contractor (the Government's partner), at the contractor's request, in the example or similar type activities as follows:

a. Reset hand-off-automatic switches

b. Hand start engine/generator sets should the auto start equipment fail.

c. Override equipment start-steps schedules should the contractor not be able to perform such tasks via remote modem monitoring.

d. Other such actions as requested and expressly specified for the mutual benefit of the contractor and the Government under this agreement provided that no significant costs accrue to the Government.

9.6 Protection of Contractor Owned Property. Any damage as a result of the Government's or the Government's agents efforts or negligence shall be repaired, or the damaged item replaced, at Government expense.

9.7 Antideficiency Act (31 USC 665). Funds are not currently available for the term of the contract. Funds used for payment of the utility services are appropriated on an annual basis and it is anticipated that the funds will be available to make payments. See Section I, FAR 52.232-19, Availability of Funds for the Next Fiscal Year (Apr 1984).

END OF SECTION C

SECTION D
PACKAGING AND MARKING

D.1 52.247-4006 PREPARATION FOR DELIVERY (DATA ITEMS)

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

END OF SECTION D

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

E.2 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to

examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

E.3 52.246-4004 INSPECTION AND ACCEPTANCE

Inspection and Acceptance of all work and service to be performed hereunder shall be made by the COR,

To be determined as a facility is identified and task order awarded

E.4 52.246-4013 ACCEPTANCE

a. The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled, shall be subject to inspection, review, and acceptance by the Contracting Officer.

b. Government inspection and acceptance will not relieve the Contractor of responsibility for technical adequacy, quality, or inspection of its work.

E.5 52.246-4015 INSPECTION AND ACCEPTANCE BY UTILITY COMPANIES

Implementation of approved ECSMs may require review of plans and specifications, inspection, and acceptance by various utility companies. The Contractor shall schedule and coordinate with the utility companies and the Contracting Officer any such required reviews, inspections and acceptance testing. The Contractor shall provide personnel to accompany the utility company inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected. The Contractor shall participate in responding to all requests for information, and inspection of review findings by utility companies.

END OF SECTION E

SECTION F

DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.2 52.212-4009 DELIVERY OF DATA

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirement List) which is an exhibit to this contract.

F.3 52.212-4010 I PERIOD OF PERFORMANCE

Performance under this project shall commence upon the date the contract is awarded. Contract design/construction schedule date will be negotiated and included in each delivery order issued for the post award ECSM.

F.4 52.242-4024 PLACE OF PERFORMANCE

All work services shall be performed at:

To be determined as facilities are identified.

F.5 52.242-4025 WORK SCHEDULE

a. SCHEDULE OF WORK. The Contractor shall arrange his work so as not to cause interference with normal occurrence of Government business. All work schedules required shall be submitted to and be approved by the Contracting Officer (CO). In no event shall the Contractor change approved work schedules without the prior consent of the CO.

b. SERVICE INTERRUPTION. If any service must be discontinued temporarily due to scheduled contract work, the Contractor shall notify the CO at least 10 working days in advance, and the Government will notify affected tenants and customers. If the discontinued service is due to any emergency breakdown, the Contractor shall notify the CO as soon as possible but not later than 1 hour from the time service is discontinued, and the Government will notify affected tenants and

customers. Any interruptions required for the construction work shall be described in the proposal and indicated on the monthly work schedule. Description shall include the length of the interruption, its time (day of week, time of day, etc.) and the reason for the interruption.

F.6 52.242-4026 PRE-PERFORMANCE CONFERENCE (Construction)

Prior to commencing work, the Contractor shall meet in conference with the CO at a time specified, to discuss and develop mutual understandings relative to scheduling and administering work.

F.7 52.242-4123 WORK OUTSIDE REGULAR WORKING HOURS

Except as may be otherwise specified or as a result of an approved ECSM, all work shall be performed between 0700 hours and 1600 hours. If the Contractor desires to carry out work on Saturday, Sunday, and special event days indicated by the contracting officer, holidays or outside of the indicated hours, the Contractor shall submit a written request for approval 10 working days in advance.

END OF SECTION F

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 52.242-4027 INVOICING INSTRUCTIONS

The Contractor shall submit invoices monthly in accordance with the procedures set forth in each individual task order , during the term of the contract for the Contractor's share of the avoided energy costs. Contractor's invoices shall be submitted to the CO, in original and four copies. Upon verification, invoices will be processed for payment.

G.2 52.242-4028 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the Contract Number.

G.3 52.242-4029 CONTRACT ADMINISTRATION

Administration of this contract will be performed by:

TO BE DETERMINED

No changes, deviations, or waivers shall be effective without a modification of the contract executed by the CO authorizing such changes, deviations, or waivers.

G.4 52.242-4030 PROCUREMENT CONTRACTING OFFICE REPRESENTATIVE

NAME: Carol Eaves

ORGANIZATION CODE: CEHNC-CT-S

TELEPHONE NUMBER: 205-895-1124

G.5 52.242-4032 BILLING/PAYMENT OFFICE ADDRESS

To be determined at award of task order

END OF SECTION G

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (OCT 1988)

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Allowable Cost and Payment clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the State of New Mexico Taxation and Revenue Department, Revenue Division, P.O. Box 630, Santa Fe, New Mexico 87509. When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the _____ and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The _____ may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and,

at the discretion of the _____, may participate in any matters or proceedings pertaining to this clause or the above-mentioned Agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the _____ to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-6(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

(End of clause)

H.2 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (DEC 1991)

(a) The Contractor shall employ, for the purposes of performing that portion of the contract work in the State of Alaska/Hawaii , individuals who are residents of the State, and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in each subcontract.

(End of clause)

H.3 52.106-4001 CONTRACTING OFFICER'S INSTRUCTIONS

a. The Contractor will not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative (COR). If a COR is appointed, the appointment will be done by letter to the COR with the scope of the COR's authority set forth in the appointment letter. A copy of the appointment letter will be furnished to the Contractor.

b. No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting

Officer. The contractor is responsible for ensuring that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

c. No information other than that which may be contained in an authorized modification to the contract duly issued by the Contracting Officer which may be received from any person employed by the U.S. Government or otherwise, will be considered as grounds for deviation from any stipulation of this purchase instrument or reference drawings and/or specification.

(End of Clause)

*** H.4 52.0012-4008 Year 2000 Warranty - Non-Commercial Supply Items

The contractor warrants that each non commercial item of hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of rhis contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance

is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

H.5 52.200-4001 SERVICES AND CONSTRUCTION CLAUSES

Since this contract will involve both construction and services, the applicability of the special contract requirements will be annotated after the requirement in this section (either Services or Construction or combination).

H.6 52.212-4021 ENERGY SAVINGS PERFORMANCE CONTRACTING (ESPC) IMPLEMENTATION (Services)

The Contractor is expected to meet full performance requirements from the Energy Cost-Savings Measure (ECSM) start date approved by the Contracting Officer in the implementation plan for an approved energy related cost avoidance ECSM. Government personnel will not be retained beyond the ECSM start date to assist the contractor in transition to full performance. Time will be made available by Government personnel to indoctrinate Contractor personnel prior to the ECSM start date. The "CONTINUITY OF SERVICES" clause of Section I applies to the phase-out period of this contract.

H.7 52.0219-4009 SMALL BUSINESS (SB) AND SMALL DISADVANTAGED BUSINESS (SDB) SUBCONTRACTING PROGRAM REPORTING REQUIREMENTS

This contract contains a plan for subcontracting to small business and small disadvantaged business (including historically black colleges and universities/minority institutions). The contractor is required to submit the latest version of Standard Forms (SF) 294 and 295 in accordance with instructions on the reverse thereof and the following.

a. One copy each of both SF 294 and SF 295 shall be furnished to the following:

(original SF 294 and copy of SF 295)	Commander U.S. Army Engineering and Support Center, Huntsville ATTN: CEHNC- (symbol, name of contracting officer) P.O. Box 1600 Huntsville, AL 35807-4301
(1 copy of SF 294 and SF 295)	Commander ATTN: CEHNC-CT-DB P.O. Box 1600 Huntsville, AL 35807-4301

b. If this contract is for construction or architect-engineer services, the SF 295 report shall cover only contracts the contractor has with the U.S. Army Corps of Engineers. List on the form or on an attachment each Corps of Engineers contract number included in the SF 295 data.

a. Standard Form 294, Subcontracting Report for Individual Contracts, shall be distributed as follows:

Original	U.S. Army Engineering and Support, Huntsville ATTN: CEHNC- CT-S, Ms. Lynda Bonds (Contracting Officer) P.O. Box 1600 Huntsville, AL 35807-4301
1 Copy	U.S. Army Engineering and Support Center, Huntsville

ATTN: SADBU Specialist, CEHNC-CT-DB
P.O. Box 1600
Huntsville, AL 35807-4301

b. Standard Form 295, Summary Subcontracting Report. The following replaces the "FOR DOD CONTRACTORS" portion of the section entitled "SUBMITTAL ADDRESSES" on the reverse of the SF 295. All other instructions on the form remain the same.

The SF 295, Summary Subcontracting Report, shall cover only the Contractor's contracts with the U.S. Army Corps of Engineers. A list of active Corps contract numbers shall be listed in block 16 or on an attached sheet of paper.

The SF 295 shall be distributed as follows:

Original Director of Small and Disadvantaged Business Utilization
Office of the Secretary of the Army
Room 2A712, The Pentagon
Washington, DC 20310-0106

1 Copy Office of the Deputy Secretary of Defense
ATTN: Director of Small and Disadvantaged Business Utilization
Room 2A340, The Pentagon
Washington, DC 20301-3061

1 copy U.S. Army Engineering and Support Center, Huntsville
ATTN: CEHNC-CT-S, Ms. Lynda Bonds
(Contracting Officer)
P.O. Box 1600
Huntsville, AL 35807-4301

1 Copy U.S. Army Engineering and Support Center, Huntsville
ATTN: SADBU Specialist, CEHNCD-CT-DB

P.O. Box 1600
Huntsville, AL 35807-4301

(End of Clause)

H.8 52.222-4017 DAVIS BACON WAGE RATES (Construction)

a. Certain work performed under this contract is subject to minimum wages required by the Davis Bacon Act, included as the "DAVIS BACON ACT" clause of paragraph TO BE PROVIDED AS FACILITY IS IDENTIFIED . Davis Bacon work is defined as construction, alteration, or repair (including painting, replacement of glass, and decorating) of all public buildings or public works. This work is subject to the provisions of the Davis Bacon Act wage determination at Attachment NOT APPLICABLE . The work to which these minimum wage rates apply are those portions of an approved ECP that can be defined to fall into the categories below:

b. Minimum wage rates and other labor standards. The minimum wages required to be paid for Davis Bacon work under this specification are shown in the Department of Labor Wage Determination No. TO BE PROVIDED AS FACILITY IS IDENTIFIED and contained in Attachment NOT APPLICABLE.

(1) Construction - the erection, installation, or assembly of real property; the addition, expansion, extension, conversion, or replacement of an existing real property; or the relocation of a real property from one installation to another. Construction includes equipment installed as an integral part of such facilities, and related site preparation, fill, landscaping, or other land improvements.

(2) Alteration - the work required to adjust interior arrangements, on-base location, or other physical characteristics of an existing real property facility so that it may be more effectively adapted to or utilized for its designated purpose.

(3) Repair - the restoration of a real property facility, system, or integral piece of equipment to such condition that it may be effectively utilized for its designated purposes. Repair may be overhaul, reprocessing, or replacement of constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected through maintenance.

H.9 52.222-4020 SERVICE CONTRACT ACT - SUPPLEMENTAL INFORMATION AND REQUIREMENTS (Services)

Portions of this procurement are subject to the requirements of the Service Contract Act, of 1965, as amended, and attention is invited to the obligations of the Contractor under Section 4C of the amended Service Contract Act. Any questions regarding the extent of these obligations should be addressed to the Department of Labor. The Contractor agrees to provide to the Contracting Officer upon request a copy of the collective bargaining agreement applicable to employees performing on this contract.

H.10 52.222-4021 STATEMENT OF EQUIVALENT FEDERAL WAGE RATES (Services)

a. Rates for equivalent Federal hires. In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this solicitation incorporates a statement of Federal employee classes, incorporating wages paid and fringe benefits provided to each class. These Federal classes are comparable to the Service Employee classes expected to be employed under the contract resulting from this acquisition. (THIS IS FOR INFORMATION ONLY.)

b. Fringe benefits (all classifications):

(1) Health and insurance - contribution of 5.1% of basic hourly rate.

(2) Retirement - contribution of 8.3% of basic hourly rate (includes Medicare).

(3) Ten (10) paid holidays as follows:

New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day

Veterans Day
Thanksgiving Day
Christmas Day

(4) Paid annual leave (vacation) as follows:

(a) Two (2) hours of annual leave each week for an employee with less than three (3) years of service;

(b) Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service;

(c) Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

(5) Paid sick leave: Two (2) hours of sick leave each week for each employee.

c. Basic hourly rate by classification:

CLASSIFICATION	EQUIVALENT GRADE	HOURLY RATE
23160 ELECTRICIAN	WG-10	
23430 MAINTENANCE WORKER	WG-10	
23800 PLUMBER	WG-09	

HOURLY RATE TO BE DETERMINED AS A PROJECT IS IDENTIFIED

d. Minimum wage rates and other labor standards. The minimum wages required to be paid for Service Contract Act work under this specification are shown in the Department of Labor Wage Determination and contained in Attachment TO BE PROVIDED AS EACH FACILITY IS IDENTIFIED.

H.11 52.222-4026 DAVIS BACON WAGE RATES (Construction and Testing)

a. Construction and testing work performed under this contract are subject to the minimum wages requirement of the Davis Bacon Act, see the "DAVIS BACON ACT" clause of paragraph FAR 52.222-0006 and the wage determinations at TO BE PROVIDED AS EACH FACILITY IS IDENTIFIED . Davis Bacon work is defined as construction, alteration, or repair (including painting, replacement of glass, and decorating) of all "public buildings or public works".

H.12 52.222-4028 SERVICE CONTRACT ACT - SUPPLEMENTAL INFORMATION AND REQUIREMENTS (Services)

a. Operations and maintenance under the contract are subject to the requirements of the Service Contract Act, of 1965, as amended, and attention is invited to the obligations of the Contractor under Section 4C of the amended Service Contract Act. Any questions regarding the extent of these obligations should be addressed to the Department of Labor. The Contractor agrees to provide to the Contracting Officer upon request a copy of the collective bargaining agreement applicable to employees performing on this contract.

b. The operation and maintenance activities that take place following the installation/construction of the generator equipment is subject to the Service Contract Act Wage Determination No. TO BE PROVIDED AS FACILITY IS IDENTIFIED a copy of which is at Attachment No. NOT APPLICABLE.

H.13 52.222-4030 SUBSEQUENT CONTRACT LABOR WAGE DECISIONS (Services and Construction)

a. All construction activities contemplated at the time of contract award will be subject to the Davis/Bacon Act clause included herein and to the Davis/Bacon wage decision contained at TO BE PROVIDED AS FACILITY IS IDENTIFIED. In the event that any additional construction activity arises after contract award, a new wage decision will be obtained by the contracting officer and it will be incorporated into the contract to cover that additional effort only. No adjustment to the energy Savings Share Ratio will be allowed as a consequence of any such subsequent wage decision.

b. All operation and repair activities undertaken as a part of this contract shall be subject to the Service Contract Act clause included herein and to the wage decision contained at TO BE PROVIDED AS FACILITY IS IDENTIFIED. However, such wage decision shall be updated, from time to time, by means of modifications to the contract which replaces the original with a current wage decision. The contractor shall be obligated to accept each such modification and shall thereafter pay his service employees in accordance with the new rates therein. However, the contractor may, upon submission and proof, request an equitable adjustment to the Energy Saving share ratio for any increased cost of performance to the extent that such is not already provided for by the Consumer Price Adjustment Factor in the contract.

c. Questions concerning the contractor's obligations under the service contract Act or the Davis/bacon Act should be addressed to the Administrator, Wage and Hour Division, Department of Labor, Washington D.C., 20210. However, the questions regarding the enforcement of the Davis/Bacon Act should first be coordinated with the contracting officer.

H.14 52.223-4002 ENVIRONMENTAL PROTECTION (Services & Construction)

The Contractor shall comply with all applicable environmental laws and regulations in addition to any environmental protection requirements set forth herein.

H.15 52.223-4016 SAFETY REQUIREMENTS AND REPORTS (Services & Construction)

a. All work shall be conducted in a safe manner and shall comply with the requirements described in the "ACCIDENT PREVENTION" clause of Section I. The government will not provide safety equipment to the Contractor.

b. Prior to commencing work, the Contractor shall meet in conference with the Contracting Officer to discuss and develop mutual understandings relative to administration of the Safety Program.

c. Safety Plan. Prior to implementation of an approved ECP and commencement of any site work, the Contractor shall submit a Safety Plan to the Contracting Officer. The approved Safety Plan shall, as a minimum, address Contractor's responsibilities to: ensure compliance with Occupational Safety and Health Association (OSHA) requirements, provide for treatment of on-the-job injuries, provide indoctrination for its employees on safety regulations in effect while working on WBAMC property, designate a safety representative, and notify the Contracting Officer of unsafe conditions.

d. Inspections and Fines. The Contractor's workspace may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor shall provide assistance to the Safety Office escort and the 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.

e. Asbestos. The Contractor shall take special precautions for that portion of the work which may involve the handling of materials which contain asbestos. All such work shall bee carried out in strict conformance with the requirement of OSHA Regulation Part 1910.1001 and Environmental Protection Agency (EPA) regulations on National Emission Standard for Hazardous Air Pollutants, Code of Federal Regulations, Title 40, Part 61, Subpart B as amended, including, but not necessarily limited to, the use of special protective worker equipment. (See Section C, Paragraph _____ for Contractor's asbestos removal responsibility.)

f. Medical Care. Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease. Reimbursement will be made by the Contractor to the Government upon receipt of a statement.

g. Accident Reports. In accordance with the "ACCIDENT PREVENTION" clause of Section I, the Contractor shall report to the Contracting Officer in the manner and on the forms prescribed by the Safety Officer, exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Contracting Officer within 24 hours of their occurrence.

h. Damage Reports. In accordance with the "ACCIDENT PREVENTION" clause of Section I, the contractor shall submit to the Contracting Officer a full report of damage to Government property and/or equipment by Contractor employees. All damage reports shall be submitted to the Contracting Officer within 24 hours of the occurrence.

i. Stop Work Order. If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop order will be made the subject for extension of time or for excess costs or damages to the Contractor.

H.16 52.228-4001 REQUIRED INSURANCE (Services & Construction)

a. In reference to the CONTRACT CLAUSE entitled CONTRACT CLAUSE emtitled "Insurance--Work on a Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

TYPE	AMOUNT
Workmen's Compensation	Coverage complying with the applicable State Statute
Employer's Liability	Minimum amount of $100,000.00
Comprehensive General Liability	Minimum limits of $500,000.00 per occurrence for bodily injury
Comprehensive Automobile Liability	Minimum limits of $200,000.00 per person and $500,000.00 per occurrence for bodily injury, and $20,000.00 per occurrence for property damage

H.17 52.228-4007 NOTICE OF PERFORMANCE AND PAYMENT BOND REQUIREMENTS (Construction)

For basewide energy savings performance contracts, bond requirements will apply to each ECSM accepted for implementation.

a. Ten days (10) prior to construction and after approval of drawings, the contractor shall furnish a performance bond (Standard Form 25) and a payment bond (Standard Form 25A) in two copies. The performance bond shall be in a penal sum equal to 100% the total estimated ECSM construction costs as cited in the schedule, until completion and acceptance of all ECSMs. The payment bond shall be in a penal sum equal to 50% the total estimated ECSM construction costs as cited under the schedule.

b. In the event of default, the performance bond shall be used by the Government, to obtain by contract or otherwise and upon such terms and in such a manner which the contracting officer may deem appropriate, services to complete the installation of project(s) specified in the contract, or remove the equipment already installed by the contractor and restore the site to its prior condition. The payment bond shall secure the performance and fulfillment of the contractor's obligations for payment of suppliers and subcontractors.

c. The bond of any surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety on Federal bonds will be accepted. Individual sureties will be acceptable if each such surety deposits with the contracting officer cash, bonds, notes of the United States, or certified check drawn to the order of the Treasurer of the United States, or other such security as the contracting officer may deem necessary for the required amount of the guaranty, under the agreement that the collateral so deposited shall remain in the possession and control of the Treasurer of the United States for at least one year after the completion of ECSM construction.

H.18 52.232-4002 PROTECTION OF LIENHOLDERS INTEREST (Services and Construction)

a. It is recognized that due to the nature of the financing aspect of this type of contract it may be necessary to finance with private

sector funds a significant portion of the Contractor's investment in the facilities. This indebtedness must be secured by a Mortgage and Security Interest of the lender in this contract and the facility referred to herein. To provide necessary protection of any lienholder's interest, the Contractor may be required to assign to the lender its rights under this contract.

b. Therefore, the Government will consider:

(1) requests for assignments of monies due or to become due under the contract.

(2) a proposed takeover of contract performance in the event the Contractor defaults in performance. Requests for takeover of the contract on substantially the same terms and conditions will be approved if the proposed substitute party is reasonably acceptable to the Government. Copies of all cure or show cause notices or notices of default will be delivered to the Lenders at least 10 days in advance of any termination of this contract. Requests for response time greater than 10 days may be made by the Contractor or the Lenders.

c. It is understood and agreed that the Government will not unreasonably withhold approval of requests or proposals submitted under b(1) and b(2) above.

*** H.19

52.0239-4008 YEAR 2000 COMPLIANCE AGREEMENT (PREEXISTING)

The contractor shall accomplish and document modifications necessary to ensure products previously provided, or products to be provided or maintained in the future under this contract, to include hardware, software, firmware, and middleware, whether acting along or combined as a system shall be Year 2000 compliant as defined in FAR Part 39.

H.20 52.242-4000 PERFORMANCE EVALUATION OF CONTRACTOR

a. The Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations will be prepared for the unsatisfactory performance and annually. Final evaluations will be prepared within 45 days after delivery is complete. Delivery is considered to be complete when all items have been shipped and/or when performance of the services is substantially complete, i.e., when final report has been determined technically acceptable.

b. The following is the format of the evaluation:

I. SATISFIED SPECIFICATIONS

1. Did the contractor have a thorough understanding of technical requirements and consistently meet technical objectives?

2. Did the contractor consistently meet contract quality requirements?

II. KEY PERSONNEL

1. Did the contractor demonstarte the ability to hire and retain skilled and efficient personnel necessary to perform the contract?

2. Did the contractor apply appropriate personnel to efforts to ensure efficiency and proficiency?

III. ADHERENCE TO SCHEDULE

1. Was the contractor timely in submitting proposals for tasks, delivery orders, change orders, modifications, or other information requested?

2. Did the contractor consistently meet contract schedule requirements?

IV. SUBCONTRACTING CONTROL AND PLAN

1. Did the contractor demonstrate the ability to successfully manage and monitor subcontractors to obtain contract objectives in a timely and cost effective manner?

2. Did the contractor submit required small business reports and make a reasonable effort to meet small business objectives in his Small and Disadvantaged Business subcontracting plan?

V. COST CONTROLS

1. (Other than fixed price) Were the direct and indirect pricing rates and factors experienced during contract performance consistent with those proposed for the contract at time of award?

2. (Other than fixed price) How well did the contractor control cost during performance and avoid cost overruns?

VI. CONTRACTORS COMMITMENT TO CUSTOMER SATISFACTION

1. Has the contractor been responsive and cooperative in coordination of changes or problem solving in regard to the project?

2. Were the contractor's corrective actions effective considering the number and severity of problems encountered?

3. Upon completion of the performance evaluation a copy will be provided to the contractor. Contractors shall be given the 30 days to submit comments, rebutting statements, and/or additional information which will be reviewed in accordance with the procedures set forth in FAR 52.1503.

4. Performance evaluation reports will be available to all DOD contracting offices for their future use in determining contractor responsibility. Interim evaluations are to be used for preaward purposes for up to three years from the date of the evaluation, but will be held until the final evaluation is completed. Final evaluations shall not be retained to provide source selection information for longer than three years after completion of contract performance.

H.21 52.242-4033 DEFINITIONS (Services & Construction)

As used throughout this contract, the following terms have the meanings set forth below:

a. CONTRACTOR - The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The Contractor shall be responsible for insuring that his subcontractors comply with the provisions of this contract.

b. CONTRACTOR REPRESENTATIVE - A foreman, superintendent, or manager assigned in accordance with the contract clause entitled, "SUPERINTENDENCE BY CONTRACTOR," FAR 52.236-6.

c. CONTRACTING OFFICER (CO) - Person(s) with the authority to enter into, administer, and/or terminate contracts.

d. CONTRACTING OFFICE REPRESENTATIVE (COR) - Person(s) who works closely with the CO in the acquisition and administration of contracts and assumes certain functions delegated by the CO.

e. Where "as directed," "as required," "as permitted," "approval," "acceptance" or words of similar import are used, it shall be understood that direction, requirement, permission, approval or acceptance of the CO is intended unless stated otherwise.

*** H.22 52.242-4040 I CONTRACTOR'S SYSTEMS, EQUIPMENT AND ACCESSORIES (Services & Construction)

a. Unless otherwise speficifed in the ECSM proposal and incorporated into the task order, the contractor shall retain ownership responsibilty for all systems, equipment, and accessories throughout the term of the ECSM and shall be responsible for all loss or damage to the system's equipment and accessories except that arising out of the fault or negligence on the part of the Government or its employees. All taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation, or maintenance of the systems, equipment, and accessories shall be the responsibility of the Contractor.

b. The Government hereby grants to the Contractor, his agents, servants, and employees, free of any rental, but subject to the limitation specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the equipment of the Contractor required to be located upon Government premises.

c. Authorized representatives of the Contractor will be allowed access to the facilities of the Government at suitable times to perform the obligations of the Contractor with respect to the contract. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered to be necessary for

National or Facility Security. However, the Contractor shall not be held in breach or default of this contract or be penalized for failure to provide service hereunder should this right of access be limited or restricted by the Government to the extent that the Contractor cannot perform. If access permits granted herein are revoked for reasons of National or Facility Security, all or any part of the Contractor's facilities may be retained and operated by the Government.

H.23 52.242-4041 CONTRACTOR'S EMPLOYEES (Services & Construction)

a. The Contractor shall provide to the CO the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

b. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

c. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

d. The Contractor shall remove from the site any individual whose continued employment is deemed by the CO to be contrary to the public interest or inconsistent with the best interests of National Security or otherwise unacceptable to the CO.

e. No employee or representatives of the Contractor will be admitted to the site of work unless he furnished satisfactory proof that he is a citizen of the United States.

H.24 52.242-4080 PUBLIC DISCLOSURES

The Contractor shall make no public announcements or disclosures relative to information contained or developed in this contract except as authorized in writing by the Contracting Officer.

H.25 52.242-4097 ADVERTISING AND NEWS RELEASES (Services & Construction)

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government, or considered by the Government to be superior to other products or services. News releases pertaining to this procurement shall not be made without the concurrence of the Contracting Officer. After having notified the successful offeror, announcement of the contract award will be made in the Commerce Business Daily.

H.26 52.242-4100 CONTRACTOR EMPLOYEES (Services & Construction)

a. Within 15 days after award, the Contractor shall provide to the Contracting Officer the name(s), address(es), and telephone number(s) of Contractor personnel to be contacted in case of emergency, and shall thereafter maintain this information current and up to date during the term of this contract.

b. In accordance with the "SUPERINTENDENCY BY CONTRACTOR" clause of Section I, the Contractor shall provide to the Contracting Officer the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

c. The Contractor shall furnish sufficient personnel to perform all work specified within the contract for implementing approved ECSMs. All personnel shall be competent and well-qualified to perform required work. The Contractor shall submit to the Contracting Officer a roster of all employees entering Government property. This roster shall include the full name, aliases, and home address of each employee.

d. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner and shall wear attire which is as neat and clean as practical in the accomplishment of their work.

e. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

f. No employee or representative of the Contractor shall be admitted to the site of work unless the employee or representative furnishes satisfactory proof of United States citizenship.

H.27 52.242-4105 ENERGY BASELINE ADJUSTMENTS (Services & Construction)

a. Changes in tenants, equipment, environmental conditions and other factors which could affect the energy baseline are expected to occur during the contract term. Government and Contractor shall negotiate any energy baseline adjustment. If both parties cannot agree on an equitable baseline adjustment, the Government will make a unilateral adjustment which is subject to the "DISPUTES" clause of Section I. However, no adjustment to the baseline will be made except in the following situations and in the following manner:

b. Delays in acquiring weather or production data. Delays in acquiring weather and production data can occur. If delays in receiving data are anticipated to exceed 30 days, nominal or average values for weather and production variables for the current month will be used to determine the monthly energy baseline. If delays occur and nominal data values are used, then on a semi-annual basis, baselines and payments will be calculated using actual weather and production data for those months in which nominal values were used. Any adjustment in payment (due the Contractor or credit to the Government) will be included in the monthly payment submitted in accordance with the following schedule:

Submission Date	Period Covered
September	January to June
March	July to December

c. Changes in equipment usage by Government. There will be no restrictions on Government projects that may provide either energy conservation equipment, the removal of existing energy consuming

equipment, or the addition of new energy consuming equipment for mission needs. The Contracting Officer will notify the Contractor when Government projects are to be implemented. The energy consumption due to these projects will be determined either by separate meter or by engineering estimates of MBTU consumption. The Government will provide the change in consumption data to the Contractor. The Government has the option to offer Government identified ECSMs to the Contractor.

(1) The Government will notify the Contractor if a Government project will make a change in energy consumption (increase or decrease) equal to or greater than 1 percent of the expected ECSM baseline energy usage. Only when the cumulative impact of Government projects affect the gas or electric consumption by more than 3 percent will the gas or electric baseline be equitably adjusted to reflect the Government equipment impact. The baseline will be considered to include Contractor's use of energy for performing services and/or implementation/construction of ECSMs.

H.28 52.242-4112 PERMITS (Services & Construction)

In accordance with the "PERMITS AND RESPONSIBILITIES" clause of Section I, the Contractor shall, without additional cost to the Government, obtain all appointments, licenses, and permits required for the performance of this contract. All Contractor employees operating vehicles on Government Installations are required to possess a valid state motor vehicle operators license. The Contractor shall comply with all applicable federal, state and local laws and regulations. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences. Any changes in licenses and permit requirements after award will be an equitable adjustment.

H.29 52.242-4138 POINT OF CONTACT (Services)

The Contractor shall establish a point of contact (name and phone number) for use by the Government in providing emergency response to Contractor equipment failures. The point of contact shall be reachable 24 hours per day, 7 days per week, for the life of the contract.

H.30 52.242-4610 WRITTEN RECORDS

The Contractor shall provide a written record of all significant conferences, meetings, discussions, telephone conversations, etc., with Government representative(s) relative to this contract in which the Contractor and/or designated representative(s) thereof participated. These records shall be dated and shall identify the contract number, and paragraph reference if applicable, participating personnel, subject discussed, and conclusions reached. The Contractor shall forward to the Contracting Officer, as soon as possible (not to exceed 10 calendar days), a reproducible copy of the records. The Contracting Officer may edit and return the record for correction or prepare an addenda which includes additional information or information that differs from that stated by the Contractor.

H.31 52.249-4002 GOVERNMENT FUNDS

If Energy Conservation Investment Program (ECIP), Federal Energy Managment Program (FEMP), or other Government funds become available, the Government may terminate any individual delivery order for convenience. Any termination settlement shall be in accordance with termination for convenience clauses, FAR 52.249-2, Alternate I or 52.249-2, and the cancelation ceiling for the delivery order as applicable.

H.32 52.249-4010 TERMINATION FOR CONVENIENCE

Clause 52.249-2, ALT 1, in Section I, applies to the period of performance preceding commencement of services; clause 52.249-2, also in Section I, applies to the performance period after commencement of

services. If either clause is exercised, payment of any termination liability by the Government will be made as expeditiously as possible but is subject to the availability of appropriations.

END OF SECTION H

SECTION I
CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

I.2 52.202-1 DEFINITIONS (OCT 1995)
(Reference 2.201)

I.3 52.202-1 I DEFINITIONS (OCT 1995)--ALTERNATE I (APR 1984)
(Reference 2.201)

I.4 52.203-3 GRATUITIES (APR 1984)
(Reference 3.202)

I.5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(Reference 3.503-2)

I.7 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9(b))

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)
(Reference 3.808(b))

I.10 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
(Reference 4.304)

I.11 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409(b))

I.12 52.215-2 AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
(Reference 15.106-1(b))

I.13	52.215-18	FACSIMILE PROPOSALS (DEC 1989) (Reference 15.407(j))
I.14	52.215-33	ORDER OF PRECEDENCE (JAN 1986) (Reference 15.406-3(b))
I.15	52.215-34	EVALUATION OF OFFERS FOR MULTIPLE AWARDS (MAR 1990) (Reference 15.407(h))
I.16	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 1995) (Reference 19.708(a))
I.17	52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996) (Reference 19.708(b)(1)
I.18	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995) (Reference 19.708(b)(2)
I.19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) (Reference 22.103-5(a))
I.20	52.222-3	CONVICT LABOR (AUG 1996) (Reference 22.202)
I.21	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995) (Reference 22.305)
I.22	52.222-6	DAVIS-BACON ACT (FEB 1995) (Reference 22.407(a)(1)
I.23	52.222-7	WITHHOLDING OF FUNDS (FEB 1988) (Reference 22.407(a)(2)
I.24	52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988) (Reference 22.407(a)(3)
I.25	52.222-9	APPRENTICES AND TRAINEES (FEB 1988) (Reference 22.407(a)(4)

I.26	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) (Reference 22.407(a)(5)
I.27	52.222-11	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988) (Reference 22.407(a)(6)
I.28	52.222-12	CONTRACT TERMINATION--DEBARMENT (FEB 1988) (Reference 22.407(a)(7)
I.29	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988) (Reference 22.407(a)(8)
I.30	52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) (Reference 22.407(a)(9)
I.31	52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988) (Reference 22.407(a)(1)
I.32	52.222-26	EQUAL OPPORTUNITY (APR 1984) (Reference 22.810(e))
I.33	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984) (Reference 22.810(f))
I.34	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (Reference 22.1308)
I.35	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984) (Reference 22.1408)
I.36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988) (Reference 22.1308(b))
I.37	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989) (Reference 22.1006(a))
I.38	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989) (Reference 22.1006(c)()

I.39	52.223-2	CLEAN AIR AND WATER (APR 1984) (Reference 23.105(b))
I.40	52.223-6	DRUG-FREE WORKPLACE (JAN 1997) (Reference 23.505(b))
I.41	52.225-15	BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (MAY 1997) (Reference 25.207(d))
I.42	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995) (Reference 27.201-2(a))
I.43	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) (Reference 27.202-2)
I.44	52.227-3	PATENT INDEMNITY (APR 1984) (Reference 27.203-1(b))
I.45	52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984) (Reference 27.203-5)
I.46	52.228-2	ADDITIONAL BOND SECURITY (JUN 1996) (Reference 28.106-4)
I.47	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Reference 28.310)
I.48	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) (Reference 29.401-3)
I.49	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984) (Reference 29.401-5)
I.50	52.232-1	PAYMENTS (APR 1984) (Reference 32.111(a)(1)
I.51	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997) (Reference 32.111(c)(1)

I.52	52.232-17	INTEREST (JUN 1996) (Reference 32.617(a)&()
I.53	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) (Reference 32.806(a)(1)
I.54	52.232-25	PROMPT PAYMENT (MAY 1997) (Reference 32.908(c))
I.55	52.233-1	DISPUTES (OCT 1995) (Reference 33.215)
I.56	52.233-3	PROTEST AFTER AWARD (AUG 1996) (Reference 33.106(b))
I.57	52.236-2	DIFFERING SITE CONDITIONS (APR 1984) (Reference 36.502)
I.58	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) (Reference 36.503)
I.59	52.236-5	MATERIAL AND WORKMANSHIP (APR 1984) (Reference 36.505)
I.60	52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) (Reference 36.506)
I.61	52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991) (Reference 36.507)
I.62	52.236-8	OTHER CONTRACTS (APR 1984) (Reference 36.508)
I.63	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) (Reference 36.509)
I.64	52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984) (Reference 36.510)

I.65	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) (Reference 36.511)
I.66	52.236-12	CLEANING UP (APR 1984) (Reference 36.512)
I.67	52.236-13	ACCIDENT PREVENTION (NOV 1991) (Reference 36.513(a))
I.68	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) (Reference 36.514)
I.69	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) (Reference 37.110(b))
I.70	52.237-3	CONTINUITY OF SERVICES (JAN 1991) (Reference 37.110(c))
I.71	52.242-13	BANKRUPTCY (JUL 1995) (Reference 42.903)
I.72	52.243-1	CHANGES--FIXED-PRICE (AUG 1987) (Reference 43.205(a)(1)
I.73	52.243-1 I	CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984) (Reference 43.205(a)(2)
I.74	52.243-4	CHANGES (AUG 1987) (Reference 43.205(d))
I.75	52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS) (FEB 1995) (Reference 44.204(a)(1)
I.76	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996) (Reference 44.204(e))
I.77	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) (Reference 45.106(b)(1)
I.78	52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994) (Reference 46.710(e)(1)

I.79	52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997) (Reference 46.805)
I.80	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) (Reference 49.502(b)(1)
I.81	52.249-2 I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)-- ALTERNATE I (SEP 1996) (Reference 49.502(b)(1)
I.82	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Reference 49.504(a)(1)
I.83	252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991) (Reference 03.7002)
I.84	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) (Reference 05.470-2)
I.85	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996) (Reference 19.708)
I.86	252.223-7004	DRUG-FREE WORK FORCE (SEP 1988) (Reference 23.570-4)
I.87	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995) (Reference 27.7103-6(a)
I.88	252.236-7000	MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991) (Reference 36.570(a))
I.89	52.216-18	ORDERING (OCT 1995)

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

(b) All delivery orders or task orders are subject to the terms and

conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.90 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

I.91 52.216-27

52.216-0027 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

I.92 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the last day of current fiscal year . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the last day of current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(SS 7-104.91(b) 1975 JUN)

END OF SECTION I