

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 108			
2. CONTRACT NO.		3. SOLICITATION NO. W912DY-11-R-0036		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 30 Jul 2012		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY US ARMY ENGINEERING & SUPPORT CENTER CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822 TEL: 256-895-1110 FAX:				CODE W912DY		8. ADDRESS OFFER TO See Item 7		(If other than Item 7) CODE TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>12:00 AM</u> local time <u>28 Sep 2012</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME SARAH M TIERNEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 256-895-1219		C. E-MAIL ADDRESS sarah.m.tierney@usace.army.mil					
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM		1 - 5	X	I	CONTRACT CLAUSES		67 - 77		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		6 - 37	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		38 - 53	X	J	LIST OF ATTACHMENTS		78		
X	D	PACKAGING AND MARKING		54	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE		55	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		79 - 86		
X	F	DELIVERIES OR PERFORMANCE		56 - 57							
X	G	CONTRACT ADMINISTRATION DATA		58 - 61	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		87 - 103		
X	H	SPECIAL CONTRACT REQUIREMENTS		62 - 66	X	M	EVALUATION FACTORS FOR AWARD		104 - 108		
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

EXECUTIVE SUMMARY**A.1 Objective.**

A.1.1. The objective of this acquisition is to procure reliable locally generated renewable and alternative energy (RAE) utilizing Power Purchase Agreements (PPA) or other contractual equivalents. It is the intent of the Government only to purchase the energy that is produced and not to acquire any generation assets. The Contractor shall develop, finance, design, build, operate, own and maintain the energy plant. The Government will contract to purchase the energy for up to thirty (30) years in accordance with the terms and conditions stipulated in site/project specific agreements resulting from Task Orders awarded under multiple Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts (see Section H). Project locations may be on private land or on installations under the jurisdiction of the Department of Defense (DoD). The intent is to award contracts to all qualified and responsible offerors, both large and small businesses, whose offers receive the required minimum acceptable evaluation ratings and whose price is reasonable and realistic.

A.1.2. The DoD is mandated to produce or procure from renewable resources at least 25% of its total facility energy needs by 2025. Also, the Net Zero Energy initiative challenges installations to produce more energy on the installation than they consume, with emphasis on the use of renewable energy and alternative fuels. The Army seeks to meet these renewable energy mandates through the use of large scale renewable and alternative energy (RAE) projects and the attainment of net zero energy status by its installations. To meet this challenge, the Army has established an Energy Initiatives Task Force (EITF) under the Assistant Secretary of the Army for Installations, Energy and Environment to manage the procurement of large scale renewable energy generated on private land or on installations under the jurisdiction of the DoD. In this context, large scale is 10 mega-watts (MW) or higher. This acquisition supports the EITF mission for 10MW and higher but may also serve other Federal requirements for smaller scale RAE development.

A.1.3. The North American Industry Classification System (NAICS) code associated with the requirement is 221119, Other Electric Power Generation. A firm is considered a small business under this code if, including its affiliates, it is primarily engaged in the generation, transmission, and/or distribution of electric energy for sale and its total electric output for the preceding fiscal year did not exceed 4 million megawatt hours. Any challenges, including those raised by the Government, as to small business status will be referred to the Small Business Administration for determination. See additional clarifying information at Section L, Volume V, para 2, Representations, Certifications and Other Statements of Offerors.

A.2 Contract Type. The U.S. Army Engineering and Support Center, Huntsville (CEHNC) intends to award multiple Indefinite Delivery/Indefinite Quantity (ID/IQ) type contracts to all qualified and responsible offerors, both large and small businesses, whose offers receive the required minimum acceptable evaluation ratings and whose price is reasonable and realistic. Task Orders will be awarded against the basic ID/IQ contracts, using the fair opportunity procedures discussed in FAR 16.505 in addition to the competitive source selection procedures identified in DFARS 216.505-70. Each order exceeding \$3,000 will be awarded on a competitive basis unless an exception described in the FAR or DFARS applies. Task Orders will be firm fixed-price (FFP). Task Orders issued under this contract will be issued contingent upon Deputy Under Secretary of Defense for Installations and Environment approval pursuant to authority issued under 10 U.S.C. § 2922a.

A.3 Ordering. The length of time during which the Government may compete the award of Task Orders among the awardees is called the ordering period. Task Orders may have longer performance periods, up to 30 years from the award of each Task Order, and will be limited to the anticipated useful life of the original energy production facility plus construction/demolition time. The multiple-award ID/IQ contracts will have a base ordering period of three years with seven one-year option periods, for a total ordering period of ten years. There is no guarantee that the options will be exercised on any or all of the awarded contracts. New Task Orders will be placed in accordance with Section H.3, Method of Ordering. The Government is under no obligation to issue any orders against this contract in excess of the minimum guarantee amount of \$500.00. The maximum contract amount for the multiple award ID/IQ contracts (sum of all Task Orders awarded) is \$7,000,000,000.00 (\$7 Billion) over a period of ten

years (if the options are exercised). The only authorized ordering office is the U.S. Army Engineering and Support Center, Huntsville. Other agencies may be delegated this authority, in which case an advance written notice will be given to the Contractor.

A.4 Contract On-Ramps/Off-Ramps. The Government will evaluate the market at least every 18 months throughout the life of the multiple award ID/IQ contracts to determine if it is in the Government's best interest to open a contract "on-ramp" and/or "off-ramp". During a contract on-ramp the Government will advertise, accept and evaluate new proposals with the intention of adding additional contracts to refresh the technology and provide the Government with better buying power. On-ramps may also be used to qualify existing contract holders to propose on additional technologies. These proposals shall be subject to the same proposal instructions and evaluation procedures as contained in the original solicitation. During a contract "off-ramp", the Contracting Officer may elect to remove firms from the multiple award ID/IQ contract pool that have poor performance or have failed to submit acceptable proposals for any of the projects for which they were qualified. Previously awarded Task Orders will be unaffected by on/off ramp actions taken to refresh the multiple award ID/IQ contract pool. Similarly, modifications to Task Orders do not affect the basic contracts.

A.5 Contract Novation/ Administrative Reissuance. If a novation is considered in the Government's best interest to facilitate third party project financing through the establishment by the contractor of a special purpose entity (SPE) to isolate the project for financing purposes, the contractor may seek Contracting Officer approval of a contract novation in accordance with FAR 42.1204. In order to approve a novation, the Contracting Officer will ordinarily require a performance guarantee (or satisfactory performance bond in lieu thereof) in accordance with FAR 42.1204(h). If a contract novation to a SPE is approved, the Government will reissue a basic contract to the original offeror. This reissued award to the original prime Contractor will be based on the original proposal evaluation. This procedure would not be considered an on ramp, but merely an administrative procedure that could be required to facilitate third party project financing and to retain the prime Contractor in the multiple award ID/IQ contract pool. The reissued contract would not include an additional guaranteed minimum, but it would allow the previous multiple award ID/IQ Contractor the opportunity to propose on future solicitations.

A.6 Task Order Competition. This solicitation will result in multiple ID/IQ contracts with a portion of the awards reserved for small businesses. The capacity within the multiple award ID/IQ contracts will be shared, using the fair opportunity process, between Contractors within the pool subject to the following restrictions:

- Only those offerors that were selected for each technology will be invited to propose on a particular Task Order request for proposal for that technology, and
- For those Task Orders reserved for small businesses, only small business offerors that were selected for each technology will be invited to propose on a particular Task Order request for proposal for that technology.

Task Orders will be reserved for small businesses in accordance with the following ordering procedures:

Energy Production	Task Order Competition	Caveats
Greater than 12MW	Unrestricted Competition	
4MW up to 12MW	The Contracting Officer will first consider reserving the Task Order for small businesses. The determination will examine the size of the project, the complexity of the project, and the level of financing required.	Before making the determination on a particular project, the Contracting Officer will request a letter of interest from all SB firms. If fewer than two responses are received, the Task Order will open for unrestricted competition.

Less than 4MW	Reserved for small businesses	If no proposals are received, or if all proposals are technically unacceptable and/or unreasonably priced, the Task Order will open for unrestricted competition.
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Fair opportunity will be provided in accordance with FAR 16.505(b) **and DFARS 216.505-70**. If an exception applies, the rationale for this decision will be documented in accordance with DFARS 216.505-70(b).

A.7 Special Purpose Entity. The Government recognizes that securing financing pursuant to award of a project Task Order may require establishment of a special purpose entity (SPE) or limited liability company (LLC). See Section H for further details.

A.8 Power Purchase Agreements (PPA).

A.8.1. Task Orders will include a PPA (or other contractual equivalent) that will specify the type and amounts of energy to be supplied to the Army installation or other Federal user. The agreement may include, but is not limited to, the following:

- Asset ownership identification
- Fixed unit rate
- Fixed escalation rate
- Period of performance
- Energy supply start date
- Minimum annual purchase amount
- Maximum demand limitation
- Metering
- Payment terms
- Maximum maintenance down time allowance
- Termination for convenience value schedule for each year of the contract (if necessary). Termination value schedules may include both termination settlement floors and ceiling amounts. The termination floor and ceiling will normally decrease in value each fiscal year. A termination for convenience value schedule should include the type of foreseeable damages anticipated by both parties. In the event of a termination, no anticipatory profits will be compensable.
- Real estate access terms and conditions
- Site security, protection and end of contract restoration responsibilities

The task order and accompanying real estate access agreement will specify what is to become of the contractor-owned energy plant and associated equipment at the end of the contract term if no follow-on PPA or lease agreement extension. The Government intends to retain the option to require the removal of the facility and the restoration of the property to its original condition or to purchase the facility at fair market value or to renew the real estate access agreement if a follow on contract is awarded to the incumbent contractor.

A.8.2. The Government may incorporate terms, conditions, economic price adjustment provisions, etc., it finds appropriate in power purchase agreements for a particular RAE technology application to achieve a fair and reasonable agreement consistent with applicable laws, regulations and agency policies; however, these terms and conditions will not conflict with the terms and conditions of the basic contract. Such details may be decided or negotiated at the Task Order level. It is the Government's intent to determine on a case-by-case basis for each task order whether to retain all or a portion of the Renewable Energy Credits (RECs) associated with or offered as a replacement to achieve Federal mandates. If applicable, the Contractor shall provide support as needed to enable the Government to retain ownership of REC's associated with the generation facility, or offered as replacement.

A.9 Pre-Proposal Conference. The Government will hold a pre-proposal conference for potential offerors to ensure an understanding of the Government's objectives with this solicitation. Participants will hear presentations regarding the RAE Program, the scope of work, contractual considerations, and small business considerations. A question and answer session will be allowed for the exchange of information between Government presenters and Contractor representatives in attendance. All interested firms are encouraged to attend, but participation will not be a prerequisite for submitting a proposal.

The pre-proposal conference will be held on 22 Aug 2012 in Huntsville, AL at the following location:

Bob Jones Auditorium

Sparkman Center

Redstone Arsenal

Building 5300, Martin Road

Huntsville, Alabama 22202

Registration will be on a first-come, first served basis and is restricted to two representatives from each company. Individuals not registered for the event will not have access to enter Redstone Arsenal on the date of the conference. Registration must be completed via the following website no later than 17 Aug 2012 or until the maximum capacity is reached.

<http://www.upcomingevents.etc.com/armveio/matoc/index.html>

A.10 Questions. Any questions regarding this solicitation are to be submitted by firms via the ProjNet website at <http://www.projnet.org/projnet>. To submit comments firms will need to self-register in the system if they are not already registered. To self-register: go to the webpage, click the BID tab, select Bidder Inquiry, select agency USACE, enter the Key for this solicitation (listed below) and your e-mail address, and then click login. Fill in all required information and click create user. Verify information on next screen is correct and then click continue. From this page you may view all bidder inquiries or add a new inquiry. Firms will receive an acknowledgement of their comments via email. Firms are requested to review the Bidder Inquiry System for existing comments/questions prior to submission of a new inquiry. All questions must be submitted no later than 24 August 2012.

Projnet Key: 01A13I-WGR9HU

No questions will be accepted via email or by phone. Individual meetings with firms will not be scheduled. Emails or voicemails with questions and/or requests for meetings will not receive a response.

Section B - Supplies or Services and Prices

SECTION B TEXT

B.1. Offerors shall submit a maximum unit price per kilowatt hour for each applicable technology indicated in the CLINs below into Section J, Attachment A. Offerors shall indicate N/A for any CLIN(s) that do not apply because a technology is not being proposed. The maximum unit price rates for each applicable technology will be evaluated to determine price reasonableness and realism. The rates will function as ceiling unit prices for the term of the basic award and any Task Orders awarded against the contract. The maximum unit price should be based upon the Offeror's estimate of the total cost for development, construction, operation, and maintenance of the renewable energy production facility at a location and size that is suitable, but not ideal for the technology proposed. The proposed maximum unit price should NOT include ancillary or incidental costs such as land use fees, grid interconnection fees, National Environmental Policy Act (NEPA) **environmental mitigation requirements**, or other costs that are not directly related to the planning, design, construction, operation, and maintenance of the energy production facility. Prices for costs associated with such incidentals will be separately priced and evaluated at the task order level using CLINs 0005, 0011, 0016, 0021, 0026, 0031, 0036, and 0041, as appropriate. See Section L for instructions on all information that shall be submitted by Offerors in the proposal.

B.2. Offerors shall enter figures for the CLINs in Section J, Attachment A for the base contract award. At the Task Order competition, only the CLINs pertinent to the project technology will be submitted for evaluation.

B.3. Awarded contracts, Task Orders, and minimum guarantees will share an estimated capacity of \$7,000,000,000. The quantities of kilowatt hours listed in the CLINs are estimates only, and the Government reserves the right to move capacity between CLINs and performance periods as necessary.

B.4. **For purposes of proposing maximum unit pricing**, assume Task Order period of performance for all projects is 30 years.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		2,500,000,000	Kilowatt Hour		

Solar PPA: Base Period (3 Years)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each task order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		2,500,000,000	Kilowatt Hour		

Wind PPA: Base Period (3 Years)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each task order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		16,000,000,000	Kilowatt Hour		

Biomass PPA: Base Period (3 Years)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each task order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		4,000,000,000	Kilowatt Hour		

Geothermal PPA: Base Period (3 Years)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each task order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Lump Sum		

PPA Incidentals: Base Period (3 Years)

FFP

Contractor may be required to perform ancillary and/or incidental services required to deliver electricity to the delivery point specified in the Task Order. These will be identified in each Task Order solicitation, if necessary.

Offeror should not enter a value for this CLIN until specified in a Task Order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED	Kilowatt Hour		

Alternative PPA: Base Period (3 Years)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy production facility, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each task order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

Do not enter a price for this CLIN until instructed to do so in a task order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		1	Lump Sum		

Minimum Guarantee

FFP

The minimum guarantee for this contract is \$500 and will be obligated against this contract line item at the time of basic contract award. Upon issuance of task order awards with an aggregate value exceeding \$500, the minimum guarantee will be de-obligated from this line item. The Government Purchase Card may be the method of payment for this CLIN.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		1	Kilowatt Hour		

OPTION Solar PPA: Opt Period 1 (1 Year)
FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		1	Kilowatt Hour		

OPTION

Wind PPA: Opt Period 1 (1 Year)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		1	Kilowatt Hour		

OPTION

Biomass PPA: Opt Period 1 (1 Year)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0011		1	Kilowatt Hour		
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OPTION	Geothermal PPA: Opt Period 1 (1 Year) FFP				
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The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012		UNDEFINED	Kilowatt Hour		

OPTION Alternative PPA: Opt Period 1 (1 Year)
FFP
The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy production facility, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

Do not enter a price for this CLIN until instructed to do so in a task order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013		UNDEFINED	Lump Sum		

OPTION PPA Incidentals: Opt Period 1 (1 Year)
FFP
Contractor may be required to perform ancillary and/or incidental services required to deliver electricity to the delivery point specified in the Task Order. These will be identified in each Task Order solicitation, if necessary.

Offeror should not enter a value for this CLIN until specified in a Task Order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014		1	Kilowatt Hour		
OPTION	<p>Solar PPA: Opt Period 2 (1 Year) FFP</p> <p>The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.</p> <p>The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015		1	Kilowatt Hour		

OPTION

Wind PPA: Opt Period 2 (1 Year)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016		1	Kilowatt Hour		

OPTION

Biomass PPA: Opt Period 2 (1 Year)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017		1	Kilowatt Hour		

OPTION Geothermal PPA: Opt Period 2 (1 Year)
FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018		UNDEFINED	Kilowatt Hour		

OPTION

Alternative PPA: Opt Period 2 (1 Year)
FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy production facility, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

Do not enter a price for this CLIN until instructed to do so in a task order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019		UNDEFINED	Lump Sum		

OPTION

PPA Incidentals: Opt Period 2 (1 Year)
FFP

Contractor may be required to perform ancillary and/or incidental services required to deliver electricity to the delivery point specified in the Task Order. These will be identified in each Task Order solicitation, if necessary.

Offeror should not enter a value for this CLIN until specified in a Task Order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020		1	Kilowatt Hour		
OPTION	<div>Solar PPA: Opt Period 3 (1 Year)</div> <div>FFP</div> <div>The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.</div> <div>The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.</div> <div>FOB: Destination</div>				

MAX

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021		1	Kilowatt Hour		
OPTION	Wind PPA: Opt Period 3 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022		1	Kilowatt Hour		
OPTION	Biomass PPA: Opt Period 3 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0023		1	Kilowatt Hour		
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OPTION	Geothermal PPA: Opt Period 3 (1 Year) FFP				
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The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024		UNDEFINED	Kilowatt Hour		

OPTION Alternative PPA: Opt Period 3 (1 Year)
FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy production facility, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

Do not enter a price for this CLIN until instructed to do so in a task order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025		UNDEFINED	Lump Sum		

OPTION PPA Incidentals: Opt Period 3 (1 Year)
FFP

Contractor may be required to perform ancillary and/or incidental services required to deliver electricity to the delivery point specified in the Task Order. These will be identified in each Task Order solicitation, if necessary.

Offeror should not enter a value for this CLIN until specified in a Task Order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026		1	Kilowatt Hour		
OPTION	Solar PPA: Opt Period 4 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027		1	Kilowatt Hour		
OPTION	Wind PPA: Opt Period 4 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028		1	Kilowatt Hour		
OPTION	Biomass PPA: Opt Period 4 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0029		1	Kilowatt Hour		
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OPTION	Geothermal PPA: Opt Period 4 (1 Year) FFP				
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The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0030		UNDEFINED	Kilowatt Hour		

OPTION Alternative PPA: Opt Period 4 (1 Year)
FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy production facility, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

Do not enter a price for this CLIN until instructed to do so in a task order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0031		UNDEFINED	Lump Sum		

OPTION PPA Incidentals: Opt Period 4 (1 Year)
FFP

Contractor may be required to perform ancillary and/or incidental services required to deliver electricity to the delivery point specified in the Task Order. These will be identified in each Task Order solicitation, if necessary.

Offeror should not enter a value for this CLIN until specified in a Task Order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032		1	Kilowatt Hour		

OPTION Solar PPA: Opt Period 5 (1 Year)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0033		1	Kilowatt Hour		

OPTION Wind PPA: Opt Period 5 (1 Year)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0034		1	Kilowatt Hour		
OPTION	Biomass PPA: Opt Period 5 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0035		1	Kilowatt Hour		
OPTION	Geothermal PPA: Opt Period 5 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0036		UNDEFINED	Kilowatt Hour		
OPTION	Alternative PPA: Opt Period 5 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy production facility, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0037		UNDEFINED	Lump Sum		
OPTION	PPA Incidentals: Opt Period 5 (1 Year) FFP Contractor may be required to perform ancillary and/or incidental services required to deliver electricity to the delivery point specified in the Task Order. These will be identified in each Task Order solicitation, if necessary. *Offeror should not enter a value for this CLIN until specified in a Task Order solicitation.* FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0038		1	Kilowatt Hour		
OPTION	Solar PPA: Opt Period 6 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0039		1	Kilowatt Hour		

OPTION Wind PPA: Opt Period 6 (1 Year)
FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0040		1	Kilowatt Hour		

OPTION

Biomass PPA: Opt Period 6 (1 Year)
FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0041		1	Kilowatt Hour		

OPTION

Geothermal PPA: Opt Period 6 (1 Year)
FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0042		UNDEFINED	Kilowatt Hour		
OPTION	Alternative PPA: Opt Period 6 (1 Year) FFP The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy production facility, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required. The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity. *Do not enter a price for this CLIN until instructed to do so in a task order solicitation.* FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0043		UNDEFINED	Lump Sum		

OPTION PPA Incidentals: Opt Period 6 (1 Year)
FFP
Contractor may be required to perform ancillary and/or incidental services required to deliver electricity to the delivery point specified in the Task Order. These will be identified in each Task Order solicitation, if necessary.

Offeror should not enter a value for this CLIN until specified in a Task Order solicitation.
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0044		1	Kilowatt Hour		

OPTION Solar PPA: Opt Period 7 (1 Year)
FFP
The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0045		1	Kilowatt Hour		

OPTION

Wind PPA: Opt Period 7 (1 Year)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0046		1	Kilowatt Hour		

OPTION

Biomass PPA: Opt Period 7 (1 Year)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0047		1	Kilowatt Hour		

OPTION Geothermal PPA: Opt Period 7 (1 Year)
FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy system, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0048		UNDEFINED	Lump Sum		

OPTION Alternative PPA: Opt Period 7 (1 Year)

FFP

The Contractor will furnish all labor, materials, tools, and equipment necessary to supply and deliver utility service to the location specified in the Task Order from a contractor-owned renewable or alternative energy production facility, in accordance with the Performance Work Statement. The delivery of utility service includes management, engineering and administration efforts as required.

The unit of measure for each Task Order may be kilowatt hour or other appropriate unit of measure if not for purchase of electricity.

Do not enter a price for this CLIN until instructed to do so in a task order solicitation.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0049		UNDEFINED	Lump Sum		

OPTION PPA Incidentals: Opt Period 7 (1 Year)

FFP

Contractor may be required to perform ancillary and/or incidental services required to deliver electricity to the delivery point specified in the Task Order. These will be identified in each Task Order solicitation, if necessary.

Offeror should not enter a value for this CLIN until specified in a Task Order solicitation.

FOB: Destination

MAX
NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

C.1. Project Locations

Project locations may include private land or installations under the jurisdiction of the DoD located within the Continental United States. Project location refers to a general location; the renewable energy facilities may also be located on any **private** properties available for use by the Contractor that are in the proximity of the Location (or Installation) of the federal property for which these services will be provided.

C.2. Requirement

Contractor shall meet all requirements of this section, as well as all requirements in Section C of the Task Order Performance Work Statement (PWS). Section C of the Task Order PWS will provide additional information specific to the Task Order requirements of the selected project Location.

C.3. Utility Providers

The Energy provider ("Contractor") shall comply with all applicable Federal, State, Department of Defense (DoD), and local laws and regulations, as they may be amended from time to time, including compliance with applicable Federal, State, interstate and local laws and regulations and those requirements relating to health, safety and the environment for the duration of the contract performance period. The Contractor shall coordinate with the local utility when applicable to determine the limitations on power production from the proposed RAE plant.

C.4. Renewable or Alternative Energy Supply

C.4.a. This solicitation primarily addresses electrical power generation since it will be the predominant utility service procured. If combined heat and power (CHP) or alternative fuels are to be implemented, similar applicable industry standards shall apply to those renewable and alternative energy (RAE) sources. The quantity will be determined by the load requirements of the particular facilities, land available, logistics, available resources, and other such factors. The intent is to purchase energy made available by the Contractor to the site up to the site's stipulated load profile; however, this does not preclude the generation of additional energy for other use. The Government will provide the Contractor access to buildings, facilities, and land at each specific installation for development of the generation assets at those locations as specified in each Task Order PWS and/or real estate access agreement.

C.4.b. It is anticipated that the RAE projects will vary in size. Specific requirements for each project will be provided in each individual Task Order. The successful Contractor shall analyze the load profile data provided or to obtain its own profile at its expense at its discretion; evaluate site constraints provided; ensure local utility interconnect agreements are negotiated and adhered to; negotiate, arrange and pay for and allow time for the completion of any load studies required by the local utility; and propose an appropriate system size, capacity, and technology for each Task Order. The Contractor shall perform any work necessary with the utility to ensure the project progresses and will advise the Contracting Officer of any potential adverse rate impacts resulting from on-site generation displacement of significant demand. For example, in certain circumstances, an Installation's monthly utility bills may increase when less electricity is purchased as a result of demand charges and/or the specific rate schedule this information is required to make informed decisions on whether or not a project is cost effective based upon the net present value and escalator analysis.

C.4.d. Wind and Solar renewable energy technologies are considered variable energy production technologies because energy is not consistently produced to replace base load energy consumption. Geothermal and Biomass are typically considered base loaded energy technologies since they replace electrical energy base load consumption on a continuous basis. The Contractor shall maintain a system uptime performance that is in the top 25% of the industry in the United States for the technology being implemented given the conditions related to each specific site. For base loaded power providing energy technologies, the Contractor may be required to provide replacement energy at no cost to the Government when the system is not meeting minimum energy production requirements. The Task Order will provide additional details on individual site requirements.

C.4.e. Grid isolation technology will likely be required as defined in the Task Order so that a continuously operated plant will self-isolate and remain functional upon external grid power failure as applicable per specific location. The grid isolation effort will be included as an optional price in the Task Order.

C.4.f. RAE technologies that will be considered for PPA under this multiple award ID/IQ include but are not limited to:

- Solar
- Wind
- Geothermal
- Biomass
- Other alternative energy technologies

C.4.g. “Solar” for purposes of this contract means all technologies that utilize the sun as a source of power. This may include, but is not limited to, PV, various means of implementing PV, concentrating solar power, solar ponds, water heating, solar thermal, etc.

C.4.h. “Wind” for purposes of this contract means all technologies that utilize the force of wind to produce a source of power. This may include, is not limited to, horizontal axis wind turbines, vertical axis wind turbines, micro wind turbines, pumping stations, etc.

C.4.i. “Geothermal” for purposes of this contract means all technologies that utilize the earth as a source of power. This may include, is not limited to, the various types of ground source heat pump systems, deep well geothermal systems, etc.

C.4.j. “Biomass” for purposes of this contract means all technologies that utilize organic material to generate a fuel or energy such as, but not limited to, Biomass-to-Power, Waste to Energy, Refuse Derived Fuels, bio-fuels, methane fuel generated by anaerobic digestion at waste water treatment plants, methane fuel generated by landfills, etc.

C.4.k. “Alternative energy technologies” for the purpose of this contract means all other future renewable and current and future technologies to effect the utilization of a useable form of energy, e.g., electrical, gaseous, fuel or other. A broad definition of the term is intended and it includes but is not limited to such items as fuel cells, thermal recovery systems, ocean oscillation power generation systems, energy storage, batteries, micro-grids, low-head flow turbines and other hydroelectric technologies that do not require construction of a dam to implement.

C.4.l. “Renewable energy” for the purpose of this contract means electrical power generation and other types of utilities such as fuel oil replacement, thermal generation, hot water generation, and other such sources of energy. The renewable term has various industrial definitions which will change with time. For purposes of this contract, the broadest definition of the term shall be utilized.

C.4.m. “Hybrid Project”: A project may be developed which will include a combination of two or more of the above five technology categories at a specified location. This will be classified as a Hybrid Project. When this condition exists the appropriate technologies will be combined into one project that will be developed to implement the combination of technologies and the technologies will not be implemented independently.

C.5. Existing On-Site Generation Assets

Many locations covered by this solicitation may have existing on-site power generation assets, including wind, solar, auto-starting standby power units, and/or cogeneration plants. The power generated by these assets must be considered when interfacing and sizing the RAE plant to be provided for each Task Order to optimize the economic benefit to the Government. Modifications to the location’s electrical system beyond the point of connection to the Government electrical system with approval of the Contracting Officer may be required to provide proper circuit coordination, system isolation and protection with consideration of fault current contribution from the RAE plant. Any changes to the current rate structure such as demand charges, rate schedule changes, or

other changes because of the proposed RAE plant at each site will be considered and weighed in the economic analysis of the potential project. Local Electric Utility Provider regulations must be adhered to at all times, in particular when operating on circuits with automatic standby power unit(s). NOTE: there may be a Utility Privatization (UP) contractor that has responsibility for the onsite distribution system. The RAE Contractor, as needed, should coordinate with the UP contractor for the integration of new requirement. The Government's POC information for the UP contractor will be provided at the time of task order award.

C.6. Construction (Applicable for Performance on DoD Installations)

The Contractor shall provide all development, financing, designs, materials, equipment, and supplies necessary to perform the work at each site specified in each Task Order.

C.6.a. All construction, operations, maintenance, and other activities shall comply with applicable national and local codes, industry codes, DoD requirements, regulations, and accepted practices.

C.6.b. A Task Order issued against this ID/IQ contract will specify any special requirements applicable to site or Government specific facility requirements. All work, equipment, and materials required for this installation shall comply with the most recent issue of the design and implementation standards indicated in the Task Order as applicable. If a publication used to regulate plant construction is not listed below, the Contractor shall utilize one that has national application. The following list of standards is provided as a guideline for establishing these requirements.

- American National Standards Institute (ANSI)
- Code of Federal Regulations (CFR)
- 29 CFR 1910, Occupational Safety and Health Standards
- 10 CFR 435, Energy Conservation Voluntary Performance Standards for Commercial and Multi-Family High Rise Residential Buildings
- 29 CFR 1926, Safety and Health Regulations for Construction
- Department of the Army Regulation (AR) AR 385-40 Accident Reporting and Records
- Design: DoD Minimum Antiterrorism Standards for Buildings, UFC 4-010-01
- Department of the Army Corps of Engineers, Huntsville Division(CEHND) Manual CEHND 1110-1-1 Engineering Guidance Design Manual for Architect Engineers
- National Electric Code (NEC)
- National Electrical Safety Code (NESC)
- National Fire Protection Association (NFPA) Standards including, but not limited to, NFPA 101 - Life Safety Code
- National Electrical Manufacturers Association (NEMA)
- Underwriters Laboratory (UL)
- International Building Code (IBC)
- Uniform Plumbing Code (UPC)
- American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)
- ASHRAE 62
- ASHRAE 90.1
- Army Corps of Engineers Safety Manual
- National Historic Preservation Act, as applicable
- Illuminating Engineering Society of North America (IESNA)
- American Institute of Architects (AIA) Masterspec
- Air-Conditioning and Refrigeration Institute (ARI)
- Occupational Safety and Health Administration (OSHA) regulations
- Unified Facilities Criteria (UFC)
- Local City & County Building Code
- Uniform Building Code (UBC)
- Other design standards required by the ordering office

C.6.c. Any violation of such regulations and standards shall be brought to the attention of the Contracting Officer for clarification or direction prior to proceeding with the work. Projects constructed on private land or on installations under the jurisdiction of the DoD will follow all the above referenced applicable commercial and industry standards.

C.6.d. If conflicts between designated applicable codes and/or standards exist, the most stringent shall apply.

C.7. Sites

The Contractor shall not use property provided by the Installations for any purpose other than in the performance of this contract. At the end of each work day the Contractor shall leave the work site in a clean and orderly fashion. At the end of the contract, the Contractor shall be responsible for removal of all infrastructure, materials, and equipment from the site, and shall restore the site to its pre-contract condition, unless otherwise specified in the Task Order.

C.7.a. Site visits may be authorized prior to each Task Order proposal due date.

C.8. Not Used

C.9. Safety Requirements

The Contractor shall provide for the safety of personnel employed in the performance of this PWS. All work shall be conducted in a safe manner and shall comply with the requirements in the Army Corps of Engineers Safety Manual EM 385-1-1, the Accident Prevention clause in Section I of this contract (FAR 52.236-13), and all applicable OSHA regulations. The Installations will not provide safety equipment to the Contractor. Additional safety requirements may be included in each Task Order. The Contractor shall implement a safety program for employees performing work under this PWS.

C.9.a. Health and Safety Plan: The Contractor shall implement a health and safety plan as part of the safety program, before construction begins. The Safety Plan shall be in accordance with standard commercial practices and approved by Army Safety Department. Prior to initiation of power production, a Health and Safety Plan specifically devoted to the operation and maintenance of the system shall be submitted, approved and subsequently updated annually. **Additional site specific safety requirements may be addressed in each task order solicitation.**

C.9.b. Accident Reporting: The Contractor shall maintain an accurate record of accidents resulting in traumatic injury or death and accidents resulting in damage to Installation's property, supplies, and equipment. The Contractor shall report accidents to the Installations in writing within twenty-four (24) hours of their occurrence.

C.9.c. Prior to commencing work, the Contractor shall meet with the Contracting Officer and/or the Contracting Officer's Representative (COR) to agree upon administration of the safety program.

A COR is typically located on-site with firsthand knowledge of ongoing activities. The approval authorities and limitations for each COR shall be established by the COR appointment letter. This PWS shall not be construed to grant the COR any authority other than to act as an interface between the Contracting Officer, Contractor and customer.

C.9.d. The Contractor's workplace may be inspected periodically for OSHA violations. Abatement of violations shall be the responsibility of the Contractor and/or the Installations as determined by the Contracting Officer. The Contractor shall provide assistance to the Installation's representative and Federal or State OSHA inspector if a complaint is filed. The Contractor shall promptly pay any fines levied on the Contractor by Federal or State OSHA offices due to safety/health violations.

C.9.e. Contractor shall have fall protection plan that meets requirements of 29 CFR §1926.500.

C.9.f. Contractor shall report all serious or fatal accidents within eight (8) hours to OSHA and immediately by telephone to Contracting Officer.

C.10. Fire Prevention

The Contractor shall observe all requirements for handling and storing combustible supplies, materials, waste, and trash. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with the applicable agency's fire prevention procedures, rules, or regulations. The Contractor shall obtain all required welding permits from the Federal Fire Department prior to any welding.

C.10.a. Access to Contractor Facilities

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.

C.11. Security Requirements

Contractor personnel or any representative of the Contractor entering DoD facilities shall abide by all security regulations. They shall be subject to security checks according to Title 32, Code of Federal Regulations, Part 40b, and Title 18 USC, Section 930. Any further requirements will be supplied by the COR.

C.12. Installation Access

Contractors shall obtain badges as required, at no charge. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned immediately. Any further requirements will be supplied by the COR.

C.13. Vehicle Registration

Contractor personally owned vehicles or company owned motor vehicles entering DoD facilities shall have a valid state license and shall be registered with the DoD site, if required. The Contractor shall register the vehicles before commencement of contract work. State license, registration, safety sticker (if required), and insurance shall be maintained current while the vehicle is in use at each DoD facility. Contractor personnel operating motor vehicles on a DoD facility shall have a valid state operator's license for the category of vehicle being operated. The drivers shall comply with Title 32, Code of Federal Regulations, Part 40b regarding motor vehicle use at each installation. The Contractor shall provide transportation for Contractor personnel to and from installation work sites. Any further requirements will be supplied by the COR.

C.14. Contractor Access to Buildings and Other Facilities

It shall be the Contractor's responsibility, through the site specific COR, to obtain access to buildings and other facilities on the Task Order project site, as necessary, and arrange for the buildings or facilities to be opened and closed. Access to buildings and facilities must be scheduled with the site specific COR at least ten (10) days in advance, unless otherwise indicated in the Task Order.

C.15. Implementation Plan

The Contractor shall provide a conceptual plan of the RAE plant as specified in the Task Order. An Implementation Plan is expected to be presented as part of the Task Order proposal, thus this will be an update of that plan as soon as possible after the award of a Task Order. The system layout on provided land, including electrical distribution system, poles, fence, inverters, interconnects, access roads, and all other major components of the system, to scale, on a plan map shall be provided. Plan shall also show existing structures, including the existing substations and surrounding buildings.

C.15.a. The Contractor shall provide as soon as possible after award of each Task Order, unless specified otherwise in the Task Order, the scheduling and phasing of the project to include design, procurement of materials, construction, installation, and all other pertinent factors involved in completing the project.

C.16. General Electrical Requirements

C.16.a. Types of Interconnection Agreements: When applicable a three party Interconnection Agreement among the

Installation, Contractor, and Electric Utility Provider is required for electricity produced by the RAE plant that is connected in parallel to the Installation's electrical distribution system. Smaller systems shall follow Electric Utility Provider Net Energy Metering (NEM) Rule as applicable for each site. Excess energy generated above the Government Installation's load profile and exported onto the Electric Utility Provider distribution system must meet the requirements of the current Utility Provider in order to connect into the grid for the purposes of exporting RAE power. Credits or other considerations due to the Government for the sale of excess energy to the grid will be specified in the site specific Task Order. A Utility Privatization contractor may be involved if the power distributions system is modified or utilized in a means to impact the UP contractor.

C.16.b. RAE Plant Interconnection Process:

C.16.b.1. Unless otherwise specified in the Task Order, Contractors shall provide drawings in a Computer Aided Drafting and Design (CADD) format used by the installation for acceptance prior to construction, and provide As-Built drawings as covered elsewhere. Unless otherwise specified in the Task Order, the drawings shall be in DWG and PDF formats. Contractor shall provide information and documents necessary for the Installation's review, acceptance, and be responsible for the execution of a three party Interconnect Agreement between the Installation, the Contractor, and the Electric Utility Provider for each site. The Contractor shall provide a list of equipment to be removed/ replaced; provide design drawings, stamped by a Registered Professional Engineer for Contracting Officer acceptance prior to construction.

C.16.b.2. No RAE plant can be operated until a satisfactory interconnection agreement has been signed by the appropriate parties.

C.16.b.3. The following reflects estimated time periods for the Installation Review (IR) and the Local Electric Utility Provider Review (if required):

- Installation Review (IR) once the initial documents are received: 30 Days
- Contractor submits additional information as required by the IR: 30 Days
- Detailed Installation Review: 60 Days
- Electric Utility Provider Interconnection Study Review 6 Months or as agreed upon with provider
(Initiated upon receipt of all required information)

C.16.c. General Electrical Interconnection Guidelines: Additional Installation requirements are in the Task Order which may provide more specific requirements than these general requirements. **General requirements may include, but may not be limited to, the following:** Responsibility for the Installation, Operation and Maintenance of the RAE Facility: The Contractor shall provide all necessary equipment to connect to the Installation's utility distribution system. The output of the RAE plant shall not harm existing Installation equipment or operations. The Contractor shall be held liable for any damage or injury resulting from the installation/ operation of the RAE plant. For example, operation of the RAE plant should not result in preventing proper circuit coordination in the event of a fault, nor overload any circuits, nor should the RAE plant's inverter output harmonics interfere with the proper operation of variable speed drives or large motors as found in chillers. If necessary, harmonic suppression methods such as flywheels, are suggested, at the Contractor's expense. The Contractor's equipment shall be capable of withstanding utility influencing factors which are external to the RAE system.

C.16.c.1. The Contractor shall make all necessary modifications to the existing Installation equipment to allow for the proper operation of the RAE plant at each site. The design, construction, and operation for each RAE plant at each site may require work, connections and controls beyond the point of connection. The entire design for each RAE plant at each site shall be accomplished and stamped by a Registered Professional Engineer in the appropriate curriculum.

C.16.c.2. It is the intent of the government to complete all documentation for National Environmental Protection Act (NEPA) compliance prior to issuance of the Task Order award. However, support for this effort and additional provisions such as real estate access agreements or environmental mitigation requirements may be included as part of the Task Order. Contractor shall be responsible for additional requirements including, but not

limited to: (1) all financial liabilities, regulatory requirements, utility interconnect; and (2) all electrical, metering, and technical requirements. Accordingly, it is incumbent upon the successful Contractor to: (1) evaluate these constraints; (2) analyze the load profile data provided or at the option of the Contractor, obtain its own load profiles; (3) evaluate site constraints provided; (4) adhere to local utility interconnect agreements; and (5) propose an appropriate system size, capacity, and technology for each site. The Installations assume no responsibility for changes or errors in load profiles or data provided. It is the responsibility of the Contractor to verify all information. The Task Order will describe the current status of the EA submission or approvals.

C.16.c.3. Design Requirements and Operating Requirements: The Installation's electrical distribution system is operated, maintained and protected in a similar fashion to the Electric Utility Provider System. The installation of RAE at the proposed site(s) listed in the Task Order may include a wide range of sizes. The electrical requirements are complicated and technical in nature. To ensure the safety and security of the Installation and the Utility Electric Provider Grid, the Contractor is responsible for understanding and meeting these requirements, including the costs associated for any technical studies which it will perform to ensure it can meet the requirements.

C.16.c.4 The Contractor shall meet or exceed all local, State, and Federal utility requirements taking into consideration elements such as but not limited to:

- Voltage Ride-Through
- Frequency Ride-Through
- Ramp Rate
- Power Factor
- Voltage Flicker
- Harmonics
- Inverter Systems and Voltage Control
- Frequency trip point settings

C.16.c.5. Point of Interconnection: The Contractor is responsible for the proper circuit sizing, protection, coordination of the circuit(s) beyond the point of connection, including modifications to the installation's electrical equipment and circuits at the Contractor's expense. Each Installation will provide an electrical one line **diagram** of buildings and connection points where the RAE is expected to be connected, if available. Contractor, at its option and expense will perform the work required to obtain this information (Contractor shall obtain electrical one line from the site to the closest electric utility provider sub-station). Contractor shall propose to the Contracting Officer, at the Contractor's cost, an alternate point of connection, equipment requirements such as new circuit, duct lines, switchgear and manholes, if an Installation's suggested point of connection is unsuitable to the Contractor, due to operational or other reasons. Should the Contractor's proposed alternate point of connection be unsuitable to the Installation, the Installation has the option, at the Contractor's cost, of providing a new point of connection, providing equipment suitable to the Contractor, or accepting the changes proposed by the Contractor.

C.16.c.6. The Installations will provide load data, circuit protection, electrical drawings and technical information for the connection point, if available. Should this information be unsuitable to the Contractor, the Contractor, at its expense, shall obtain information it requires.

C.16.c.7. The Contractor shall install, operate, and maintain a billing metering system. The metering system should contain two (2) ratcheted (shall not run in reverse) meters: a primary and secondary meter with separate billing

class CT's and/or PTs. The meters should be Billing Class type of meters and capable of Smart Grid technology such as MV90 meters or an equivalent that is acceptable by the Installation. A third ratcheted meter is required if the RAE plant requires power from the installation for any of its operations and maintenance, or the site has storage equipment. The Contractor shall pay for any power used for its equipment at a rate different than used in this contract as determined by the Contracting Officer. The point of connection is not meant to be a net metering arrangement. Other metering equipment shall be installed as relevant to the RAE technology at each Installation. All metering equipment shall be maintained by the Contractor and subject to inspection by the Government and any deficiencies will be repaired or replaced by the Contractor. All meters shall be calibrated as per the manufacturer's minimum recommended calibration requirements.

C.16.c.8. The Contractor is responsible for determining if SCADA controls that can be operated by the local Electric Utility Provider as well as the telecommunications pathways are required as part of the RAE plant and is responsible for providing controls and communications in accordance with the agreement between the Contractor and Electric Utility Provider.

C.16.c.9. Additional Generation Equipment On-site: The Installation will provide information (i.e. drawings, protection scheme) on existing power generation equipment or utility equipment in the facility or site, where available. The Contractor shall design and construct the RAE plant to interact properly with the other equipment on site. This includes standby generation which can come online automatically, boilers, as well as other possible RAE or other inverters. Contractor shall provide appropriate controls and protection for its equipment to protect the existing equipment and loads. Modifications to the Installation's utility system beyond the point of connection may be required to protect all generation sources. If necessary, interconnection controls or sensors are to be provided between the auto-starting standby power units so as to not interfere with the proper operation of the existing standby power unit(s) or to other inverters operating on the circuit. The proper operation of these controls must be demonstrated by the Contractor. The controls must be approved by the Contracting Officer based on the recommendation of the COR. Written procedures must be provided for the interfacing between the standby power unit(s) owned by the Installation, or to other power sources on the site, and the RAE plant. Should the coordination of controls fail, it will be the responsibility of the Contractor to repair or replace controls in order to maintain interface and control equipment that is acceptable to the Installation.

C.16.c.10. Electric Utility Provider Interconnection Study: Where and when required by the Local Electric Utility Provider, the Contractor shall pay for this study to be performed by the Local Electric Utility Provider. The Contractor shall provide the necessary information requested by the Local Electric Utility Provider, allow for the additional time in the construction and operation schedule for the RAE, and comply with all Local Electric Utility Provider requirements that result from the technical studies for the interconnection.

C.16.c.11. Underground Trenching: Contractor shall obtain digging permits prior to start of excavation by contacting the COR fifteen (15) days in advance. The Contractor shall scan the construction site with electromagnetic or sonic equipment, and mark surface of the ground or paved surface where existing underground utilities or utilities encased in pier structures are discovered, verify the elevations of existing piping, utilities, and any type of underground or encased obstruction not indicated to be specified or removed but indicated or discovered during scanning in locations to be traversed by piping, ducts, and other work to be conducted or installed. Liability for any damage to existing utilities rests entirely upon the Contractor.

C.16.c.11.a. Consumption: Over the term of any resulting Task Order under this multiple award ID/IQ, it should be recognized that the consumption and demand of the Installation will be variable. Each Task Order, depending on the technology being employed, generating capacity, power salability, and other such factors, shall address the consumption and demand variability over the term of the Task Order with measures to be employed to ensure Installation needs are met at the best value to the Government.

C.17. Pre-Roofing Conference

If roof tops are to be utilized for location of power generating equipment installation, prior to installation, the Contractor shall hold a Pre Installation Conference with the COR responsible for the roofing systems work, as well as the roofing manufacturer's technical representative, for new roofs and roofs currently under warranties. At this

time the Contractor shall address issues with the RAE application for the particular roofing system, the design documents, and the scheduling of /workers (trades) to assure a watertight and structurally sound installation. Resolutions will be obtained and documented prior to start of roofing work. A quality assurance/quality control plan shall be established at this time, inclusive of the roofing manufacturer's recommended testing and inspections procedures and in accordance with industry standard guidelines. Warranties and liabilities associated with the roof-top system will be specified in the Task Order.

C.18. Fencing, Berms, Walls, Visual Barriers, Screen Walls, Area Lighting and Anti-Terrorism and Force Protection (ATFP) Compliance Measures

Certain RAE, at the Contractor's discretion or as specified in the Task Order, may require a security fence supplied and maintained by the Contractor or other appropriate means given the location of the RAE. If a fence is specified in the Task Order for security or other reasons, it shall prevent unauthorized persons from entering the area and tampering with the RAE and to protect against the danger of electric shock or other hazards. The height and design of the security fence proposed by the Contractor shall be reviewed and accepted by the by the Contracting Officer based on the recommendation of the COR.

C.18.a. Circumstances may require specially constructed barriers, berms, screen walls, or aesthetic walls acceptable to State Historic Preservation requirements or other Installation requirements at Contractor's expense. Contractor may elect to install area security lighting around the perimeter of the fence however power consumption must be metered and paid at Contractor's expense.

C.18.b. ATFP measures may include minimum distance set-backs from roads and site access control. ATFP compliance is not anticipated to be a significant constraint or large expense. Requirements will be determined at the Task Order stage.

C.19. Work Scheduling

The Contractor shall arrange its on-site work so that it will not interfere with normal Installation operations. The Contractor shall submit within sixty (60) days of award of each Task Order a full construction work schedule to indicate the major actions and milestones to complete this project. Any work requiring service interruptions or utility outages must be coordinated with the Installations. Contractor shall provide at least twenty-one (21) day notice of any planned utility outage.

C.19.a. Installation Operations: Performance of work by Contractor personnel under the terms of this contract shall not interfere with regularly scheduled Installation operational activities. The Contracting Officer will review exceptions.

C.19.b. Normal Working Hours: The Contractor shall be required to perform on-site work during the normal operating hours for the individual sites, which are Monday through Friday 7:00 a.m. to 3:30 p.m. excluding federal holidays and periods of security lockdowns, emergencies, and military exercises unless specifically indicated otherwise in the Task Order. Work outside these hours must be approved by the Contracting Officer.

C.19.c. Work Outside Regular Hours: If the Contractor requires access to the work site outside regular hours, including Saturdays, Sundays, and Installations holidays, an application shall be delivered to the Contracting Officer in writing, seven (7) days in advance. During periods of darkness, all work sites shall be lighted in a manner approved by the Contracting Officer. To minimize disruption to Installations employees, all required utility cutovers, potentially affecting the Installation's operation shall be made after normal working hours.

C.20. Lay-down & Storage Areas

The Contractor may request a lay down area to store materials or locate a temporary office trailer and these will be provided by direction of the Contracting Officer. Size and location of area will be approved by the by the Contracting Officer based on the recommendation of the COR. A written request shall be made to Contracting Officer through the site specific COR at least ten (10) working days in advance of the requirement. Use of the area will be solely at the Contractor's risk. Unless otherwise specified in the Task Order, the Contractor may fence the outdoor storage area at own expense. Depending on the specifics of each RAE, this criteria shall be flexible.

C.21. Availability of Utilities

The Installations will not generally be able to furnish utilities at all sites. Contractors shall arrange for all utilities, such as but not limited to natural gas, electric, water and sewer, as needed at their own expense. The Contractor shall install meters for utility usage at the Contractor's expense. Drawings for the meter installations are required and should be submitted to the COR for acceptance. The Contractor, at its expense and in a workmanlike manner satisfactory to the site specific COR, shall install and maintain all necessary temporary connections and distribution lines for each utility. Information concerning location of existing outlets may be obtained from the site specific COR. The Contractor shall remove all temporary connections, distribution lines, and associated equipment upon completion of work and return the area to its original condition. If a permanent relocation of utilities is required, the Contractor shall provide drawings to show requested relocations.

If utilities are required for operation of the RAE, the Contractor shall ensure adequate availability of the utility and be responsible for the cost of all connections, metering, and utilities and shall reimburse the Installations for utility use on a monthly basis.

C.21.a. Conservation of Utilities: When provided, Contractor personnel shall practice utilities conservation and shall operate under conditions that preclude waste of Installations furnished utilities.

C.21.b. Telephones: Telephone or other telecommunications connections - as required - shall be made by the Contractor at its own expense. Wireless communication equipment may be used only with the approval of the Contracting Officer based on the recommendation of the COR. The Installations are not responsible for interference with wireless communications installed by the Contractor due to routine operation of Installation's communications equipment.

C.22. Sanitation

Adequate sanitary conveniences of a type approved for the use of persons employed on the work shall be constructed, properly secluded from public observation, and maintained by the Contractor in such a manner as required or approved by the Contracting Officer based on the recommendation of the COR. These conveniences shall be maintained at all times without nuisance. Upon completion of the work, the conveniences shall be removed by the Contractor from the premises, leaving the premises clean and free from nuisance.

C.23. Installation Regulations

The Contractor, his employees, and subcontractors shall become familiar with and obey all Installation regulations, including fire, traffic, and security regulations. All personnel employed under this contract shall keep within the limits of the work (and avenues of ingress and egress) and shall not enter any restricted areas unless required by the contract to do so and are cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification. A copy of the Base Regulations may be obtained from the site specific COR.

C.24. Permits

The Contractor shall, without additional expense to the Installations, obtain all appointments, licenses, and permits required to conduct the work. The Contractor shall comply with all applicable Federal, State and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences. As stated previously, it is the Government's intent to complete the NEPA compliance documentation; however Contractor support may be required to accomplish the mitigating efforts resulting from the NEPA documentation findings and other permitting requirements.

C.25. Problem areas

The Contracting Officer and the site specific COR shall be notified immediately by telephone if there are problems that may impede the completion of any Task Order. This notification shall be followed in writing within three (3) working days of discovery of the problem.

C.26. Installation As-Built Drawings and Plans

Utility and Installation maps and plans will be available upon request, if available. (See Task Order PWS)

Verification of the accuracy of the plans shall be the sole responsibility of the Contractor. Request for plans shall be made, at least thirty (30) calendar days in advance, to the Contracting Officer and COR.

C.26.a Upon completion of construction and prior to operation, five sets hard-copy plus AutoCAD soft-copy plus PDF and TIFF files or in a format as specified by the Installation shall be provided to the COR. Post construction as-built drawings can be layout and assembly drawings for fire, safety, and security concerns and need not be a full detailed updated set of drawings. If additional detail is required during the term of this agreement it shall be requested by the Contracting Officer and provided by the Contractor.

C.27. Operations and Maintenance

The Contractor shall be responsible for all aspects of operating and maintaining the RAE, including but not limited to, cleaning, replacing broken or worn out system components, performing maintenance in accordance with equipment manufacturer recommendations, and ensuring that every part of the system is operating according to design, and free of power quality deficiencies. To the greatest extent possible, the Contractor shall schedule maintenance and repair of the RAE at times when output of the RAE is at its lowest point and/or overall energy consumption by the Installation at its lowest. Scheduled maintenance and repair shall avoid peak periods of consumption to the extent possible. All preventive maintenance and component replacements shall be programmed to maximize performance and electrical output.

C.27.a. Housekeeping and Practices: The Contractor shall perform normal housekeeping functions inside and outside the Contractor's facilities and job site locations. Such functions include sweeping, mopping, dusting, disposal of accumulated waste materials and rubbish, and other operations necessary to present a neat appearance. The Contractor shall properly recycle or dispose of all rubbish and waste materials pursuant to applicable laws and regulations. The Contractor shall store all supplies and equipment only at Installations approved storage areas so as to preclude theft or damage and maintain the site in a neat and orderly manner. Loose debris on trucks leaving the site shall be loaded in a manner that will prevent dropping of materials on the streets and other areas and shall have a suitable cover, such as a tarpaulin, over the load before entering surrounding streets. The Contractor shall be responsible for immediately cleaning up any materials that fall from trucks.

C.28. Environmental Compliance

The Contractor shall: provide and maintain, during the life of the contract, environmental protection on the project site; plan for and provide environmental protection measures to control pollution that develops during normal construction practice, during operations, and at the conclusion of the contract, the disassembly and removal of all property and restoration of the site to substantially the original condition that the property was received at commencement of the contract; comply with Federal, State, and local laws and regulations pertaining to the environment, including water, air, solid waste, hazardous substances, and waste.

C.28.a. Energy Conservation Compliance: The Contractor shall comply with the terms of the Presidential Executive Order 13514 for energy conservation.

C.28.b. Hazardous Substances: The Contractor, at its expense, must comply with all applicable laws and regulations with respect to occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Applicable laws and regulations govern liability and responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they may be amended from time to time. All hazardous materials used on the Installation shall be accompanied with appropriate Material Safety Data Sheets (MSDS). The Contractor shall submit copies of MSDS to the COR and retain a copy of each MSDS onsite in compliance with all applicable laws and the Installation's regulations. Furthermore the Contractor shall not accumulate any hazardous wastes on site for more than sixty (60) days and all wastes leaving the site will be manifested in accordance with Installation Environmental programs.

C.28.c. Asbestos, Lead-based Paint and Galvanized Materials: The Contractor shall not make any improvements or engage in any construction on the Installation's property with materials that contain Asbestos-Containing Material (ACM), without prior approval of the Contracting Officer based on the recommendation of the COR; any such improvements or construction shall be performed in compliance with all applicable Federal, State, interstate, and local laws and regulations governing ACM. The Contractor is responsible for monitoring the condition of its property containing ACM on any portion of the Installation's property for deterioration or damage. The Contractor is responsible, at its expense, for remediation of any ACM contained on or in its property which is disturbed or damaged by the Contractor or is deteriorated and of any ACM on the Installation's property which is disturbed or damaged by the Contractor. The Contractor shall test any painted surface to be affected by any of its operation, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and will conduct any activities related to that surface in compliance with all applicable laws and regulations and at the Contractor's expense. Installations require that all exposed galvanized materials must be painted, maintained and/or protected from the elements to prevent zinc from being introduced into the soil or ground water.

C.28.d. Disposal of Asbestos and Other Hazardous Material: As part of each Task Order, the Contractor shall include the cost of removal of any known hazardous containing material in conjunction with work performed under that Task Order.

If hazardous material is identified after award, the Contractor shall immediately stop work, take measures to reduce the Contractor or building personnel contamination, and immediately notify the Contracting Officer and the building manager of the hazardous material condition and location. The Installation(s) shall then either:

- Remove and dispose of the material itself, by its own personnel or by separate contract award; or
- Give the Contractor the option of either a Task Order modification for removing and disposing of the hazardous material, via a Task Order modification, or by separate award for the effort. If the Contractor performs the effort, he shall be required to remove the hazardous material in the manner agreed upon by the parties.

In addition, hazardous material and Polychlorinated biphenyls (PCB) handling and disposal, if it is or becomes the responsibility of the Contractor in a Task Order award, shall be handled as follows:

Hazardous Material Handling and Disposal: Hazardous wastes resulting from Contractor-owned material and equipment must be disposed of in accordance with Resource Conservation and Recovery Act and all applicable Federal, State and local regulations. All shipping manifests for hazardous waste must be signed by the authorized Federal personnel for the project site, as well as by the Contractor prior to transfer off-site. The Federal agency's generator number will be entered on the manifest. The Contractor shall take responsibility for Contractor generated waste materials.

Task Orders will specify the requirements if different than the above.

C.28.e. Disposal of Waste: Non-hazardous Contractor generated refuse/waste arising from the performance of this contract shall be removed from the Installation's property and disposed of at an authorized landfill at the Contractor's expense.

C.28.f. Protection of Natural and Cultural Resources: The Contractor shall preserve the natural resources within the area in which the Contractor is authorized to own and operate the RAE. The Contractor shall confine construction activities to within the limits of the work area indicated or specified. The Contractor shall minimize the disturbance of soils and native vegetation to the maximum degree possible, when the vegetation is removed, the Contractor shall plan and conduct earthwork to minimize the duration of exposure of unprotected soils. The use of water trucks, silt fences and straw bales, and the installation of gravel roads may be needed to prevent dust and erosion. The Contractor shall carefully protect in-place and report immediately to the Contracting Officer and Installation officials any discovery of historical and/or archaeological items (including human remains) that are found on the site.

C.28.g. Environmental Documentation: It is the Government's intent that all appropriate NEPA documentation, including an Environmental Assessment (EA), if applicable will be accomplished by the Installations and provided to the successful Contractor(s) prior to award. The Installations and/or Contractor may produce an Environmental Condition of Property (ECP) Report to document the existing environmental conditions of the site. This ECP will be approved by both the Contracting Officer and the Contractor before commencement of construction. As required by the TO Request for Proposal (RFP), the Contractor may be required to support the Government's environmental documentation efforts. Ongoing operating permits will be the responsibility of the Contractor.

C.29. Drainage

The RAE and associated construction will not adversely affect water drainage patterns on the Installation, Post or adjacent land. The RAE shall also comply with all environmental requirements and standards. Where grading is necessary to control drainage on the site storm water impoundment basins will be installed to allow recharge of subsurface aquifers in compliance with local storm water best management practices.

C.30. Liability

Task Orders will contain language similar to the following and tailored to each specific site:

The Contractor releases, remits and forever discharges the Government, its officers and employees from any all causes of action, judgments, expenses, liabilities, damages, claims, and charges of whatever kind or nature, whether in law or equity, tortious, contractual, or other, that may arise as a result of or in connection with the activities of the Contractor, its officers, employees, agents and sub-contractors. The Contractor shall indemnify, defend and hold harmless the Government and its officers and employees against any and all causes of action, judgments, expenses, liabilities, damages, claims, and charges of whatever kind or nature, whether in law or equity, tortious, contractual, or other, that may arise as a result of or in connection with the activities of the Contractor, its officers, employees, agents and subcontractors.

C.30.a. Employees

The Contractor shall not employ or allow any person to work on this contract or enter Government property if such person is identified to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Government Installation or personnel.

Upon receipt of notice of award of a Task Order project under this contract, the Contractor shall provide the Contracting Officer, or the COR, with the name(s) of the responsible supervisory person(s) authorized to act for the Contractor.

The Contractor shall furnish sufficient personnel to perform all work specified within each Task Order.

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

The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer as acting contrary to the public interest or inconsistent with the best interests of Government business or national security.

No employee or representative of the Contractor shall be admitted to the work site unless that employee furnishes satisfactory proof that he/she is a citizen of the United States or otherwise legally authorized to work in the United States.

C.30.b. Monthly Submittals

The Contractor shall provide the Government with the following monthly submittals:

Outage Report. The Contractor's monthly outage report will be prepared in the format proposed by the Contractor and approved by the Contracting Officer. Outage reports shall be submitted by the 25th of each month for the previous month. Outage reports shall be submitted to:

Name: *Contract Number:* *Address:* *Phone number:*

Meter Reading Report. The monthly meter reading report shall show the current and previous month readings for all meters. The Contractor's monthly meter reading report will be prepared in the format proposed by the Contractor and accepted by the Contracting Officer. Meter reading reports shall be submitted by the 15th of each month for the previous month. Meter reading reports shall be submitted to:
Name: Contract Number: Address: Phone number:

Monthly reports may be periodically changed to meet the changing needs of the Installation. The Contracting Officer will authorize these changes and the contract will provide support by providing the required information.

C.31. Quality Control Plan

The Contractor shall provide an effective quality control plan or Contractor inspection system.

C.32. Life Cycle Cost Analysis

The Contractor shall provide a Life Cycle Cost Analysis (LCCA) as part of the Task Order proposal.

C.33. Government Responsibility

C.33.a. Data: The Government will be responsible for providing the Contractor with data needed to determine savings, current costs, and to perform in accordance with this contract. Such data will be provided as requested from the Contractor as expeditiously as possible 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. Contractors are reminded of the sensitivity of this data and that it shall not be released beyond the limits of personnel required to complete this project.

C.33.b. Review Periods: The Government will provide the Contractor with review comments or submittal acceptance within 20 working days of receipt by the Contracting Officer for all items except proposals and large design reviews. 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.

C.33.c. Government Assistance: The Government agrees to assist the Contractor, when in the Government's best interest, to avoid energy demand spikes, setting a new demand peak, etc. that would be detrimental to the Contractor's performance. In all such cases where the Government assistance 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.

C.34 GENERAL

C.34.a. Project Teamwork: This contract advances the practice of teamwork between the Government and private industry as members of an energy team. The Government will offer its sites for survey, its records for research, its collective, employee-knowledge-base for review and interview by the Contractor, and aid in the pursuit of the RAE project. 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; design of project; and provision of financing, management, construction,

and operation and maintenance. Teamwork incentive is provided in that failure of either participant to perform properly will result in decreased or lost opportunity.

C.34.b. Commercially Ready Technology: Commercial Technology typically means a technology in general use in the commercial marketplace in the United States at the time the Task Order RFP is issued. A technology is in general use if it has been installed in and is being used in three or more commercial projects in the United States in the same general application as in the proposed project, and has been in operation in each such commercial project for a period of at least five years. The five-year period shall be measured, for each project, starting on the in service date of the project or facility employing that particular technology. 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 five years. Product model changes are excluded. Products and technologies having less than a five year field service record will be acceptable if found acceptable for use by the Contracting Officer. The equipment shall be supported by a service organization. The intent of this section is to implement technologies that are not considered R&D efforts.

C.34.c. The Government has the right and authority to review, inspect, and if need be cause corrective actions to be taken if the project is not being constructed in a safe manner.

C.35 Project Development Process

Typically, potential RAE projects are identified by the Government based on Federal land availability, technology suitability for the site location, mission compatibility, energy demand profiles, local utility rates, and other economic and environmental factors. The goal is to reduce as much risk to the RAE contractor as possible prior to the issuance of the project Task Order RFP. To that end, the Government intends to complete the requirements for National Environmental Policy Act compliance to the extent practicable; collect and share site data; consult with the local utility company and utility regulatory authorities to ascertain and share constraints, procedures, and costs associated with grid interconnection; and obtain necessary Federal, State and local agency approvals where possible prior to issuance of the project RFP. Resources dedicated to that effort include the Energy Initiatives Task Force, the U.S. Army Corps of Engineers, Department of Energy, the Federal installation personnel and consultants who have no organizational conflict of interest and are prohibited to compete for project execution.

C.35.a. Award of Task Orders for projects on DoD land are contingent upon Secretary level approval of the contract.

C.36. Photovoltaic systems shall conform to industry standards as set forth by ASTM E44.09 (American Society for Testing and Materials), IEEE PV (Institute of Electrical and Electronics Engineers), IEC (International Electrotechnical Commission), UL (Underwriters Laboratories), and NEC (National Electric Code). Site location and conditions will dictate the design of the PV system. Contractor must take into consideration site specific requirements such as local codes, utility interconnect agreements, transmission capacity, net metering, grounding, and other such items. Any resulting Task Order RFP will provide the unique site specific requirements such as existing site conditions, location for consideration, specific type of Photovoltaic system for consideration, operation and maintenance, security, structural requirements, metering, and support available. PV is considered a variable power producing renewable energy and as such system reliability will be based on the system's ability to generate power when sufficient solar resources are available to generate power which will be established as a result of the Task Order. Due to the variability in PV systems such as, solar water heating, photovoltaic power conversions, fixed systems, 2-axis tracking systems, 3- axis tracking systems, parabolic, concentrating, and others, the technology specific requirements will be provided in the RFP for each Task Order.

C.37. Wind Power generation systems shall conform to industry standards as set forth by IEC (International Electrotechnical Commission for Wind Turbine standards), IEEE, UL and NEC. However, due to the large variety in site conditions, each site should be evaluated over a sustained period of time to determine the wind power generating capability. Contractors must also take into consideration other local codes and standards such as but not limited to interconnect agreements, net metering, transmission capacity, and grounding. An RFP for a specific site will provide all available site information such as available locations, security, metering, access, and existing

installation conditions. Wind Power production is dependent on the availability of sufficient wind velocity which will not be consistent and is thus considered a variable power production renewable energy. Therefore, reliability, generation capacity, and uptime of the system shall be a function of the system's ability to generate power under varying conditions. Due to the variability in wind turbine systems such as horizontal shaft and vertical shaft and its subtypes such as the eggbeater, curved blade, and helical scoops, the technology specific requirements will be provided in the RFP for each Task Order.

C.38. Power generation utilizing a biomass fuel stream will have many sub-systems such as storage bunker, materials transfer systems, combustion chambers, boilers, reheaters, turbines, generators, condensers, coolers, off-gas treatment systems, engines, electrical systems, control systems, plus auxiliary facilities. Contractors must also take into consideration other local codes and standards such as but not limited to interconnect agreements, net metering, transmission capacity, and grounding. An RFP for a specific site will provide all available site information such as available locations, security, metering, access, existing installation conditions, and type of system such as incineration, gasification, or pyrolysis. Power generation with a biomass fuel stream will be a base load system which means that the reliability, generation capacity, and uptime of the system shall be of the utmost importance and be maintained throughout the performance period within the upper 25% of all waste to energy operating plants. Due to the variability in available waste streams and the type of system required to convert the material to a usable form of energy, the technology specific requirements will be provided in the RFP for each Task Order.

C.39. For geothermal generation systems, the Contractor must take into consideration site specific requirements such as local codes, utility interconnect agreements, transmission capacity, net metering, grounding, and other such items. Any resulting Task Order RFP will provide the unique site specific requirements such as existing site conditions, location for consideration, specific type of geothermal system for consideration, operation and maintenance, security, structural requirements, metering, and support available. Power generation with a geothermal heat source will be a base load system which means that the reliability, generation capacity, and uptime of the system shall be of the utmost importance and be maintained throughout the performance period. Due to the variability in potential heat source locations and the type of system required to convert the geothermal energy to a usable form of energy, the technology specific requirements will be provided in the RFP for each Task Order.

Section D - Packaging and Marking

This section is not used.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

PERIODS OF PERFORMANCE**F.1 PERIOD OF PERFORMANCE**

The period of performance of this ID/IQ contract shall be for a base period of three years with seven one-year option periods, which may be exercised at the discretion of the Contracting Officer (see F.2). The total ordering period of the contract is ten years from effective date of award.

Contract Line Item Number (CLIN)	Contract Ordering Period
0001-0007	3-Year Base Period
0008-0013	Option Year 1
0014-0019	Option Year 2
0020-0025	Option Year 3
0026-0031	Option Year 4
0032-0037	Option Year 5
0038-0043	Option Year 6
0044-0049	Option Year 7

F.2 EXERCISE OF OPTIONS

The Government has included seven one-year options to extend the term of this ID/IQ contract. The Government makes no guarantee that any or all options will be exercised on any or all of the resultant contracts. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under this ID/IQ contract, as well as the requirements specified at FAR 17.207-Exercise of Options.

F.3 PLACE OF PERFORMANCE

The place of performance and delivery for any services to be performed hereunder will be specified in the individual task orders issued under this contract.

F.4 TASK ORDER PERFORMANCE PERIOD

Task order period of performance will be specified in each task order issued under this contract and in the corresponding PPA. The total duration of the task order is limited by the provisions of 10 U.S.C. 2922a.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order
52.242-17 Government Delay Of Work

AUG 1989
APR 1984

52.247-34

F.O.B. Destination

NOV 1991

Section G - Contract Administration Data

CONTRACT ADMINISTRATION**G.1 CONTRACT ADMINISTRATION OFFICE**

The contract administration office for this contract is located at the following address:

US Army Engineering & Support Center, Huntsville
ATTN: CEHNC-CT
PO Box 1600
Huntsville, AL 35807-4301

G.2 ADMINISTRATIVE CONTRACTING OFFICER (ACO)

The ACO for this contract is:

TBD
US Army Engineering & Support Center, Huntsville
ATTN: CEHNC-CT/ TBD
PO Box 1600
Huntsville, AL 35807-4301
Phone: TBD

Overnight address: 4820 University Square, Huntsville, AL 35816

G.3 PROGRAM MANAGER

The Program Manager for this contract is:

TBD
U.S. Army Engineering and Support Center, Huntsville
ATTN: CEHNC-ISP/TBD
P.O. Box 1600
Huntsville, Alabama 35807-4301
Phone TBD

Overnight address: 4820 University Square, Huntsville, AL 35816

G.4 OMBUDSMAN

The Head of Contracting Activity is required to appoint a task and delivery order ombudsman per FAR 16.505(b)(6). For all USACE contracting activities, the ombudsman address is:

U.S. Army Corps of Engineers
Attn: CEPR-WIN
201 Prince Frederick Drive
Winchester, VA 22602

The ombudsman may be involved in all aspects of awarding task and delivery order contracts; the authority is limited to issues pertaining to the awarding of tasks and delivery orders under multiple award contracts. The ombudsman may have the authority to: (a) Review complaints from contractors awarded multiple award contracts that have not been afforded a fair opportunity and (b) Require that the contracting officer take corrective action regarding the complaint. If the Contracting Officer doesn't agree with the ombudsman, the matter will be decided by the Principal Authority Responsible for Contracting (PARC).

G.5 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the Contract and Task Order Numbers.

G.6 ELECTRONIC FUNDS TRANSFER (EFT)

All contracts shall utilize the Electronic Funds Transfer method of payment. The following web site will provide information and the authorized form for EFT payments by the paying activity located in Millington, TN.
<http://www.hnd.usace.army.mil> (link "contract with CEHNC").

G.7 ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

____Wide Area Workflow (WAWF) (see instructions below)

____Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

____American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats
(<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

☒ Other (please specify) *The Contractors are instructed to use the invoicing process below until WAWF has been fully implemented by USACE or instructed otherwise:*

PAYMENT AND BILLING OFFICE

All invoices must be submitted to the U.S. Army Engineering and Support Center, Huntsville (CEHNC) for technical review and payment. The preferred method for submitting invoices is email; however, invoices may be submitted by regular mail (Hard Copy or CD). For Task Orders utilizing Resident Management System, all invoices shall be submitted via RMS in accordance with Section C, paragraph 5.10.

The subject line of the email shall have the contract number and the word INVOICE inserted. Other communication should be in the text portion of the email. The contractor's invoice package shall have a SF-1034, Public Voucher for Purchase and Services Other Than Personal, cover sheet. The Contractor shall fill in the following blocks of the SF-1034: Voucher (invoice) Number, Date Voucher Prepared, Contract/Task Order/Modification Numbers, Payee Name and Address, Articles or Service (give brief description the project i.e. Fort XXX and technical data package I), and Total amount of invoice. The Contractor shall use its standard format for invoicing with the 1034 as the cover sheet. The SF-1034 can be accessed via internet at <http://forms.psc.gov/forms/SF/sf.html>

Send regular mail submissions to:

U.S. Army Engineering and Support Center, Huntsville
ATTN: POC will be identified at task order level
P.O. Box 1600
Huntsville, AL 35807-4301

Send express mail, UPS, etc., mail submissions to the following:

U.S. Army Engineering and Support Center, Huntsville
ATTN: POC will be identified at task order level
4820 University Square
Huntsville, Al 35816-1822

Email electronic submissions to the following email address:
POC will be identified at task order level

Electronic Invoice Requirements:

Electronic invoice submissions must be created in black and white and in Adobe's Portable Document Format (PDF) and comply with the requirements specified at the above website. Invoices larger than 10 megabytes in size will not be accepted through the e-mail process.

Receipt of Invoices:

For purposes of documenting the receipt date of invoices processed by the CEHNC all hard copy invoices will be date stamped with the date they are physically received in CEHNC mailroom. Invoices received via e-mail or electronically posted to the above website will be considered received the date of posting or by the time and date the e-mail was sent. All invoices received after 5:00 P.M. Central Standard Time Monday through Friday will be considered received the following business day.

Finance Center POC and Phone: To be provided at task order level

Questions concerning payments should be directed to the USACE Finance Office at:

US ARMY CORPS OF ENGRS FINANCE CTR
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005

EMAIL POINTS OF CONTACT LISTING:

INSPECTOR: [See COR/Project Manager Assigned to the Task Order]

ACCEPTOR: [See COR/Project Manager Assigned to the Task Order]

RECEIVING OFFICE POC: [POC will be identified at task order level]

CONTRACT ADMINISTRATOR:

CONTRACTING OFFICER: [USACE Office KO]

G.8 NATIONAL CONTRACTING ORGANIZATION (NCO) INTERACTIVE CUSTOMER EVALUATION (ICE)

The Interactive Customer Evaluation (ICE) system is a web-based application used to collect and report customer feedback. ICE is the official comment system for the USACE National Contracting Organization and can be accessed: http://ice.disa.mil/index.cfm?fa=site&site_id=856. Contractors are encouraged to utilize this system to submit suggestions, questions, or comments.

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting

officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1 ANNUAL REPORTING OF GOVERNMENT PROPERTY

In accordance with DFAR 252.211-7007, the Contractor shall report DoD property in the possession of Contractors through use of the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items.

H.2 SUBCONTRACTING REPORTS

In accordance with FAR clause 52.219-9, large businesses are required to submit an Individual Subcontracting Report (ISR) via www.esrs.gov NLT than 30 April each year for the period ending 31 March and 30 October each year for the period ending 30 September. The report shall include sufficient evidence that a good faith effort was made to achieve the subcontracting goals. The report will be used to determine the extent of compliance with the approved Subcontracting Plan. Contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan is considered a material breach of its contract and is subject to the imposition of liquidated damages. In addition, large businesses are required to submit an annual report to the Contracting Officer NLT 30 October each year that captures the complexity level of tasks assigned to small business sub-contractors per each Task Order.

H.3 METHOD OF ORDERING

a. Task orders will be issued on a DD Form 1155 and shall incorporate the terms and conditions of this contract.

b. The Government is under no obligation to issue any particular number of orders. The Government will not be obligated to reimburse the Contractor for work performed, items delivered or any costs incurred, nor shall the Contractor be obligated to perform, deliver or otherwise incur costs, except as authorized by Task Orders.

c. Modifications to Task Orders will be issued on Standard Form (SF) 30.

d. Competition under Multiple Award Contracts:

(1) Competition for issuance of Task Orders will be limited to the awardees as specified in the table below:

Energy Production	Task Order Competition	Caveats
Greater than 12MW	Unrestricted Competition	
4MW up to 12MW	The Contracting Officer will first consider reserving the Task Order for small businesses. The determination will examine the size of the project, the complexity of the project, and the level of financing required.	Before making the determination on a particular project, the Contracting Officer will request a letter of interest from all SB firms. If fewer than two responses are received, the Task Order will open for unrestricted competition.
Less than 4MW	Reserved for small businesses	If no proposals are received, or if all proposals are technically unacceptable and/or unreasonably priced, the Task Order will open for unrestricted competition

If a small business is merged with or acquired by a large business during the life of the contract, the firm must provide timely notice of its acquisition in accordance with 13 C.F.R. Sec. 121.404(g)(2) and must either recertify to the agency its small business size status or must inform the agency that it is other than small. A small business that becomes other than small will no longer be solicited for those Task Orders that are reserved for small businesses but will be solicited for any Task Orders that are competed among all multiple award ID/IQ contract holders.

(2) Task Orders will be issued as firm fixed-price (FFP). Each PPA shall be for a FFP unit of energy (\$/kWh), or other appropriate unit of measure, plus fixed escalation rates, such as NIST, FEMP escalation rate calculator, or other rates approved by the Government. Each Task Order solicitation will indicate the detail of pricing information to be provided. Normally, a competitive Task Order proposal will require only a lump sum or unit price offer, but the Contracting Officer reserves the right to obtain data other than certified cost or price data in order to establish that the offered price is fair and reasonable in accordance with FAR 15.402. This may include, but is not limited to, a more detailed cost breakdown of labor, materials, equipment, overhead, and profit at any time.

(3) Task Orders may be awarded on the basis of Best Value: Tradeoff Process or Lowest Price Technically Acceptable. Typical evaluation factors may include, but are not limited to, the following: financial capability/durability, corporate technical experience, organizational/management approach, past performance, small business participation, potential impact on other orders already placed with the contractor and/or price. The basis for award will be stated in each proposed Task Order. Whenever possible, award will be made without discussions. If discussions are required, each Contractor will be requested to provide a final proposal revision unless eliminated from discussions through the establishment of a competitive range.

(4) The Government reserves the right to use initial screening criteria or other means to limit the competitive range to the greatest number of proposals that will permit efficient competition among the most highly rated proposals. This may include, but is not limited to, the following:

- Bondability: Firms may be required to demonstrate their ability to bond the construction at a minimum amount per construction site. This amount will be determined at the task order level. When sufficient insurance is provided, bonding will be required in an amount adequate to protect the interest of the Government. This amount will normally equal the amount required to cover subcontractor labor.
- Insurability: Firms may be required to demonstrate their ability to insure the construction effort at a minimum level and may also have to demonstrate the ability to maintain this insurance through the operation, maintenance, repair, replacement and other compliance matters. It is anticipated that the minimum insurance amount will be \$2,500,000 with minimum umbrella insurance amount of \$5,000,000 per construction site; up to \$5,000,000 with umbrella insurance amount of \$10,000,000 per construction site.
- Demonstrated ability and commitment to self-finance or demonstrated ability and commitment by a 3rd party to provide financing
- Price proposal within a designated percentage of the current market price for energy from non-renewable sources.
- Evaluation of Task Order proposals for best value selection may be limited only to those price offers within +/- 10% of the Independent Government Estimate.

e. The work to be performed shall be in accordance with the written PWS and as adapted by the Task Order PWS attached to each Task Order and made a part thereof. If the Contractor determines that the PWS is not within the scope of the basic contract, the Contractor shall notify the Contracting Officer immediately in writing and shall include the reason for such judgment.

f. No work shall be initiated by the Contractor prior to receipt of the signed Task Order, unless otherwise directed/authorized by the Contracting Officer.

g. All Task Orders issued hereunder are subject to the terms and conditions of the basic contract.

h. Task Orders will contain the following clause: "Most Favored Customer: The Contractor shall not sell power generated at the Renewable Energy facility or facilities to other customers without obtaining Contracting Officer approval. As a general rule, the Government will require that its energy unit price under this contract remains equal to or lower than the unit price offered to any other customer with a contract containing substantially similar terms and conditions. The effective date of any unit price decreased in accordance with this provision is the date on which lower unit-priced power is provided to another customer." Any authorization to sell electrical energy from a production facility on Army land must comply with 10 U.S.C. §2916. Construction, operation, or maintenance of facilities under this contract is subject to the restriction on licensing to U.S. citizens and domestic corporations found in 16 U.S.C. § 797(e).

i. Task Orders issued under this contract will be issued contingent upon Deputy Under Secretary of Defense for Installations and Environment approval pursuant to authority issued under 10 U.S.C. § 2922a.

j. The Government may enter into a tri-party agreement permitting third party ownership of the power generation infrastructure to facilitate third party project financing if such an agreement is determined to be beneficial to the Government.

k. If a novation is considered in the Government's best interest to facilitate third party project financing through the establishment by the contractor of a special purpose entity (SPE) to isolate the project for financing purposes, the contractor may seek Contracting Officer approval of a contract novation in accordance with FAR 42.1204. In order to approve a novation, the Contracting Officer will ordinarily require a performance guarantee (or satisfactory performance bond in lieu thereof) in accordance with FAR 42.1204(h). If a contract novation to a SPE is approved, the Government will reissue a basic contract to the original offeror. This reissued award to the original prime Contractor will be based on the original proposal evaluation. This procedure would not be considered an on ramp, but merely an administrative procedure that could be required to facilitate third party project financing and to retain the prime Contractor in the multiple award ID/IQ contract pool. The reissued contract would not include an additional guaranteed minimum, but would allow the previous multiple award ID/IQ Contractor the opportunity to propose on future RFPs.

H.4 GENERAL INSURANCE REQUIREMENTS.

The Contractor shall maintain the following minimum insurance coverage throughout the performance period of this contract. The successful offeror(s) must present evidence of insurance coverage as described below to the Contracting Officer prior to award.

a. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. Commercial General Liability. The Contractor shall maintain throughout the contract performance period bodily injury and property damage liability insurance written on the Commercial General Liability (CGL) Form of at least \$1,500,000 per occurrence. The policy shall provide for contractual liability and name USACE as an additional insured with a waiver of subrogation. The policy shall not have any exclusions relating to claims arising from asbestos exposure.

c. Automobile liability. The Contractor shall maintain throughout the contract performance period automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Errors & Omissions Liability. \$1,500,000 per claim and in the aggregate. This policy shall not exclude claims due to pollution.

e. Corporate Policies. The Contractor may use corporate policies to cover Workman's Compensation, Automobile, General Liability, and Errors & Omissions Liability insurance requirements specified in this Section H. If a Contractor uses a corporate policy for this work, the aggregate limits that apply to the General Liability, Automobile Liability and Errors and Omissions Insurance should be \$5,000,000.

f. Common Coverage Elements to the General Liability, Automobile Liability Policies. Each policy shall provide for a separation of the insureds for defense of claims. With the exception of non-payment of premium, the actions of the named insured will not affect the coverage provided to the Government under these policies

H.5 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor shall comply, for the period of this contract, with the requirements of the Employment Verify Program as required by FAR 52.222-54. Information on registration for and use of the Employment Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

H.6 LIABILITY

Task Orders will contain language similar to the following and tailored to each specific site:

“The Contractor releases, remits and forever discharges the Government, its officers and employees from any all causes of action, judgments, expenses, liabilities, damages, claims, and charges of whatever kind or nature, whether in law or equity, tortious, contractual, or other, that may arise as a result of or in connection with the activities of the Contractor, its officers, employees, agents and sub-Contractors. The Contractor shall indemnify, defend and hold harmless the Government and its officers and employees against any and all causes of action, judgments, expenses, liabilities, damages, claims, and charges of whatever kind or nature, whether in law or equity, tortuous, contractual, or other, that may arise as a result of or in connection with the activities of the Contractor, its officers, employees, agents and subcontractors.”

H.7 RIGHT OF ACCESS

The Government authorizes the Contractor, its agents and employees, subject to the limitations specified in this contract and in accordance with FAR 52.241-5, Contractor's Facilities, the right of access to enter the Government real property upon which the renewable energy production facility is located for any proper purpose under this Contract, including use of the site or sites agreed upon by the parties hereto for the construction, installation, operation, repair and maintenance of the facilities of the Contractor required to be located upon Government premises. It is expressly agreed upon, acknowledged, and understood that the Government may limit or restrict the right of access herein granted in any manner considered to be necessary for national security, or in the event that this Contract is terminated or cancelled. It is expressly agreed upon, acknowledged, and understood that neither this Contract or any other agreement between the Government and the Contractor grant any lease, easement or any other right or interest in Government real property, except for the right of access specified in this Contract. In the event a lease, easement or other right or interest in Government real property is required, the Government and Contractor shall mutually agree to the terms and conditions of such lease, easement or other right or interest in Government real property, which shall be in accordance with applicable Federal, Department of Defense, Army, or installation rules, regulations, instructions, directives or orders. Applicable **statutes include** 10 USC §2667 and 10 USC §2668.

H.8 REBATES, INCENTIVES AND RENEWABLE ENERGY CREDITS

The Contractor shall determine the availability of utility company rebates and other incentives. The Contractor will be encouraged to obtain all available incentives and shall apply such incentives to offset some of the project cost to the Government. Specific guidelines as to how the Contractor intends to address utility company incentives should be included as a part of each Contractor Task Order proposal. The contractor may be responsible for determining the source, value, and availability of all applicable financial and tax incentives for the project and shall collaborate with the Government to consider incentive options. It is the Government's intent to determine on a case-by-case basis for each task order whether to retain all or a portion of the Renewable Energy Credits (RECs) associated with or offered as a replacement to achieve Federal mandates. If applicable, the Contractor shall provide support as needed to enable the Government to retain ownership of REC's associated with the generation facility, or offered as replacement.

H.9 CONTRACTS ON-RAMPS AND OFF-RAMPS

The Government will evaluate the market at least every 18 months throughout the life of the multiple award ID/IQ contracts to determine if it is in the Government's best interest to open a contract "on-ramp" and/or "off-ramp". During a contract on-ramp the Government will advertise, accept and evaluate new proposals with the intention of adding additional contracts to the pool, to refresh the technology and provide the Government with better buying power. On-ramps may also be used to qualify existing multiple award ID/IQ contract holders to propose on additional technologies. These proposals shall be subject to the same proposal instructions and evaluation procedures as contained in the original solicitation. During a contract "off-ramp", the Contracting Officer may elect to remove firms from the pool that have poor performance or have failed to submit acceptable proposals for any of the projects for which they were qualified. The Contracting Officer will notify all firms being considered for off-ramp in writing. Previously awarded Task Orders will be unaffected by on/off ramp actions taken to refresh the multiple award ID/IQ contract pool. Similarly, modifications to Task Orders do not affect the multiple award ID/IQ contracts. **The Government does not intend to use an off ramp in lieu of a termination for default. Frequent use of this provision is not anticipated.**

H.10 LIQUIDATED DAMAGES

Offerors may be required to provide a guaranteed renewable energy output by a certain date and to pay for any output shortfall at price per MWh calculated at a rate equal to the monthly average retail rate plus a percentage calculated to capture the value of lost environmental attributes. The formula for this type of liquidated damages would be included in each Task Order RFP.

H.11 SUBSTITUTION OF TEAM MEMBERS

In connection with this contract, any team members will be limited to firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated team members. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience required by the Solicitation is the minimum standard for any substitution. This proposed substitution shall be made in a timely manner.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-11	Liquidated Damages--Supplies, Services, or Research and Development	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007)	FEB 2008
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997

52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-3	Buy American Act--Free Trade Agreement--Israeli Trade Act	JUN 2009
52.225-4	Buy American Act--Free Trade Agreement--Israeli Trade Act Certificate	JUN 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-23	Required Use of American Iron, Steel, and Manufactured Goods--Buy American Act--Construction Materials Under Trade Agreements	NOV 2011
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-15	Performance and Payment Bonds--Construction	OCT 2010

52.228-16	Performance and Payment Bonds--Other Than Construction	NOV 2006
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.241-2	Order of Precedence - Utilities	FEB 1995
52.241-4	Change in Class of Service	FEB 1995
52.241-5	Contractor's Facilities	FEB 1995
52.241-10	Termination Liability	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-DEC 2008	
	Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	DEC 2006
	The Government of a Terrorist Country	
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	MAY 2011
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	SEP 2011
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And	APR 1993
	Hazardous Materials	
252.225-7003	Report of Intended Performance Outside the United States	OCT 2010
	and Canada--Submission with Offer	
252.225-7004	Report of Intended Performance Outside the United States	OCT 2010
	and Canada--Submission after Award	
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside	OCT 2010
	the United States	
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7017	Photovoltaic Devices	MAR 2012
252.226-7001	Utilization of Indian Organizations and Indian-Owned	SEP 2004
	Economic Enterprises, and Native Hawaiian Small Business	
	Concerns	
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	MAR 2008
	Reports	
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

the DOD Inspector General Website at <http://www.dodig.osd.mil/hotline/hotline7.htm>

Or DoD Hotline Posters may be obtained from the

DoD Inspector General
ATTN: Defense Hotline
400 Army Navy Drive
Washington, DC 22202-2884.

Or by contacting the Administrative Contracting Officer.

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

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 the date of contract award through the expiration of the contract to include exercised option periods.

(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)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of: \$500,000,000

(2) Any order for a combination of items in excess of: \$1,000,000,000

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

(End of clause)

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 **the last day of the performance period on any task order issued by the Government before the date of the contract's expiration.**

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days before the expiration of the contract** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **ten years.**

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following

rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 221119.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

AC Equipment Mechanic	WG-10	\$ 21.70 *
Architect	GS-11	\$ 27.96 *
Carpenter	WG-09	\$ 20.71 *
Civil Engineer	GS-12	\$ 33.51 *
Contract Administrator	GS-11	\$ 27.96 *
Electrical Engineer	GS-11	\$ 27.96 *
Electrician	WG-10	\$ 21.70 *
Electronics Mechanic	WG-10	\$ 21.70 *
Electronics Technician	GS-07	\$ 18.89 *
Engineer Draftsman	GS-06	\$ 17.00 *
Fire Protection Engineer	GS-11	\$ 27.96 *
Fuel Distribution Systems Operator	WG-10	\$ 21.70 *
General Engineer	GS-11	\$ 27.96 *
Instrument Mechanic	WG-10	\$ 21.70 *
Laborer	WG-02	\$ 12.98 *
Mason	WG-10	\$ 21.70 *
Mechanical Engineer	GS-11	\$ 27.96 *
Motor Veh Operator	WG-05	\$ 16.70 *
Office Automation Clerk	GS-03	\$ 12.14 *
Prod Mech Mechanic	WG-10	\$ 21.70 *
Pipe Fitter	WG-10	\$ 21.70 *
Painter	WG-09	\$ 20.71 *
Program Manager	GS-13	\$ 39.84 *
Project Manager	GS-12	\$ 33.51 *
Project Supervisor	GS-11	\$ 27.96 *
Production Machinist Mechanic	WG-10	\$ 21.70 *
Plumber	WG-09	\$ 20.71 *
Quality Control Inspector	GS-12	\$ 33.51 *
Structural Engineer	GS-11	\$ 27.96 *
Sheet Metal Worker	WG-10	\$ 21.70 *
Safety Engineer	GS-11	\$ 27.96 *
Surveying Technician	GS-06	\$ 17.00 *

Supply Clerk	GS-04	\$ 13.63	*
Secretary	GS-04	\$ 13.63	*
Tech Writer	GS-09	\$ 23.11	*
Welder	WG-10	\$ 21.70	*

Wages depicted above are for the Huntsville-Decatur, AL locality area and are calculated for the year 2011 in accordance with FAR 22.1016(b)

* Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).
2. Annual Leave: Two hours of annual leave each week for an employee with less than three years service; three hours of annual leave each week for an employee with three but less than fifteen years of service; and four hours of annual leave each week for an employee with fifteen or more years of service.
3. Sick Leave: Two hours of sick leave each week for all employees.
4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act (for temporary employees) at 7 percent of basic hourly rate.
5. Retirement at 0.8 percent for employees hired on January 1, 1986, or after.
6. Medicare: 1.45 percent of basic hourly rates for all employees.
7. Social Security: 6.2 percent of basic hourly rates (up to the Social Security Wage Base) for employees hired on or after January 1, 1986.

(End of clause)

52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

- (a) For the period [TBD at task order level] the Contractor agrees to furnish and the Government agrees to purchase [TBD at task order level] utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.
- (b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.
- (c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.
- (d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-6 SERVICE PROVISIONS (FEB 1995)

- (a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service

furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than [TBD at task order level] percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than [TBD at task order level] days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding [TBD at task order level] year(s). The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than [TBD at task order level] percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of [TBD at task order level] percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than [TBD at task order level] hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR at <https://www.acquisition.gov/far/>

DFARS at <http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTSAttachmentTitle

A

Maximum Unit Price Rates

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **221119, Other Electric Power Generation**.

(2) The small business size standard is **the offeror and all affiliates are PRIMARILY engaged in the generation, transmission, and/or distribution of electric energy for sale and its total electric output for the preceding fiscal year DID NOT exceed 4 million megawatt hours**. See additional clarifying information at Section L, Volume V, para 2, Representations, Certifications and Other Statements of Offerors.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (d) applies.

☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(Contracting Officer check as appropriate.)

----- (i) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

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

----- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

X ----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (vii) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation

(including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

52.241-1 ELECTRIC SERVICE TERRITORY COMPLIANCE REPRESENTATION (MAY 1999)

(a) Section 8093 of Public Law 100-202 generally requires purchases of electricity by any department, agency, or instrumentality of the United States to be consistent with State law governing the provision of electric utility service, including State utility commission rulings and electric utility franchises or service territories established pursuant to State statute, State regulation, or State-approved territorial agreements.

(b) By signing this offer, the offeror represents that this offer to sell electricity is consistent with Section 8093 of Public Law 100-202.

(c) Upon request of the Contracting Officer, the offeror shall submit supporting legal and factual rationale for this representation.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2011)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus. Applies to all solicitations and contracts with institutions of higher education.

(iii) 252.216-7003, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7003, Tax Exemptions (Italy). Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7005, Tax Exemptions (Spain). Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American Act--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

___ (v) 252.225-7031, Secondary Arab Boycott of Israel.

___ (vi) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

(e) The offeror has completed the annual representations and certifications electronically via the Online representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

252.225-7018 Photovoltaic Devices--Certificate (MAR 2012)

(a) Definitions. Bahrainian photovoltaic device, Canadian photovoltaic device, Caribbean Basin photovoltaic device, designated country, domestic photovoltaic device, foreign photovoltaic device, Free Trade Agreement country, Free Trade Agreement photovoltaic device, least developed country photovoltaic device, Moroccan photovoltaic device, Peruvian photovoltaic device, photovoltaic device, qualifying country, qualifying country photovoltaic device, United States, U.S.-made photovoltaic device, and WTO GPA country photovoltaic device have the meanings given in the Photovoltaic Devices clause of this solicitation.

(b) Restrictions. The following restrictions apply, depending on the estimated value of any photovoltaic devices to be utilized under a resultant contract:

(1) If more than \$3,000 but less than \$202,000, then the Government will not accept an offer specifying the use of other foreign photovoltaic devices in paragraph (c)(2)(ii), (c)(3)(ii), or (c)(4)(ii) of this provision, unless the offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.

(2) If \$202,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are U.S.-made, qualifying country, or designated country photovoltaic devices.

(c) Certification and identification of country of origin. [The offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract:]

___ (1) No photovoltaic devices will be utilized in performance of the contract, or such photovoltaic devices have an estimated value of \$3,000 or less.

(2) If more than \$3,000 but less than \$25,000--

___ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device or a qualifying country photovoltaic device

[Offeror to specify country of origin ___]; or

___ (ii) The foreign (other than qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of ___ .

[Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.]

(3) If \$25,000 or more but less than \$77,494--

____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country photovoltaic device; or a Canadian photovoltaic device

[Offeror to specify country of origin ____]; or

____ (ii) The foreign (other than qualifying country or Canadian) photovoltaic devices to be utilized in performance of the contract are the product of ____ .

[Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.]

(4) If \$77,494 or more but less than \$202,000--

____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, or Peruvian photovoltaic device)

[Offeror to specify country of origin ____]; or

____ (ii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (c)(4)(i) of this provision) are the product of ____ .

[Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.]

(5) If \$202,000 or more--

____ The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a U.S.-made, qualifying country, or designated country photovoltaic device.

[Offeror to specify country of origin ____]

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**L.1 COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS**

Copies of the solicitation are available by INTERNET ACCESS ONLY. All solicitation documents will be posted to the FedBizOpps website. The website address is: www.fedbizopps.gov. All amendments will be posted to the FedBizOpps. It shall be the Contractor's responsibility to check the websites for any amendments. The Offeror shall submit in its proposal all requested information specified in the Request for Proposal (RFP) solicitation.

L.2 JOINT VENTURE/ MENTOR-PROTÉGÉ PROPOSAL REQUIREMENTS

When proposing as a joint venture, all members of the joint venture shall sign the SF 33 unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal in Volume 5. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration. If this is an 8(a), HUBZone, or Service-Disabled Veteran-Owned joint venture, the Offeror shall ensure that it complies with the applicable requirements of 13 CFR Part 124, 13 CFR Part 125, and 13 CFR Part 126 respectively. The joint venture shall include a copy of its SBA approval of the joint venture arrangement, if applicable. When proposing as part of a Mentor-Protégé Agreement, include a copy of the agreement and the Small Business Administration approval of the agreement in Volume 5, Tab C.

L.3 RELEASE OF CONTRACTOR DATA

Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-government personnel for routine/administrative contracting functions. The non-government personnel will not be serving as evaluators on the Source Selection Board. The non-government support will be provided by the following:

- Spectra Tech, Inc.; 132 Jefferson Court, Oak Ridge, TN 37830
- Carter Safety Consultants, Inc.; 2705 Huntsville Hwy, Fayetteville, TN 37334
- Booze Allen Hamilton, Inc; 8283 Greensboro Drive, McLean, VA 22120
- Concurrent Technologies Corporation; 1225 Clark Street, Suite 500, Arlington, VA 22202

A non-disclosure agreement has been signed by these companies which precludes any unauthorized disclosure, reproduction or release in any format of the technical and cost/price data submitted in response to this solicitation to other Government employees, non-government personnel or any other sources.

L.4 GENERAL REQUIREMENTS

a. The proposal shall be prepared clearly and concisely to demonstrate that the Offeror has a complete understanding of the requirements. Offerors shall prepare proposals on the presumption that the Government has no previous knowledge of the Offeror's capabilities. Proposals will be evaluated only on the information specifically presented in respective submittals, with the exception of the Past Performance evaluations. See FAR 52.215-1 for rules concerning submission of offers and late proposals. Proposals will not be returned (except for timely withdrawals), but will be retained by the Government for official record purposes. When applicable, the Offeror shall cross reference to the solicitation by annotating solicitation reference in parenthesis, (i.e. Sec C, para 4.0).

b. The Offerors shall submit the following:

NUMBER	SUBMITTAL	FORMAT
Original hard copy	Complete Proposal	Paper
	Cover sheet to include: Offeror's name and	

	address, CAGE code, names and CAGE codes of all key subcontractors, point of contact for all correspondence related to proposal (include phone number and email address)	
One Compact Disk	Complete Proposal	PDF format, word searchable format
Two Compact Disks and One hard copy	Volume 5 – Price	MS-Excel Spreadsheet, and PDF format or Word format
Five hard copies of each Volume and One compact disk of each Volume	Volumes 1 – 4, including one Compact Disk of the Volume attached at the front of the hard copy Volume	Paper, and one CD for each volume

It is the responsibility of the Offeror to ensure that the compact disk and all files contained therein are readable, complete, and accessible without password. If the electronic copy and hard copy of the proposal should differ, the hard copy will govern. The Proposal Volumes are as follows:

VOLUME I – CORPORATE TECHNICAL/MANAGEMENT EXPERIENCE
Tab (A) - Corporate Experience in the Development of Renewable Energy Production Projects
Tab (B) – Corporate Experience in Operating and Maintaining a Renewable Energy Production Facility under a Power Purchase Agreement or Similar Contract

VOLUME II – FINANCIAL CAPABILITY AND MANAGEMENT APPROACH
Tab (A) - Ability to Obtain Required Capital or Obtain Required Financing at Competitive Rates
Tab (B) Organizational/Management Approach To Minimize Risk Of Less Than Satisfactory Performance

VOLUME III – PAST PERFORMANCE
Tab (A) - Project Narratives / References
Tab (B) - Past Performance Questionnaires

VOLUME IV – SMALL BUSINESS PARTICIPATION
Tab (A) – Small Business Participation Plan

VOLUME V– PRICE
Tab (A) – Standard Form 33
Tab (B) – Representations, Certifications, and Other Statements
Tab (C) – Joint Venture/ Mentor Protégé Agreements & Approvals
Tab (D) – Bankruptcy Statement
Tab (E) – Maximum Rates

c. Offerors must be registered in the Central Contractor Registration (CCR) Database with their DUNS Number. To complete this registration, go to the CCR website at <http://www.ccr.gov>. If assistance is needed with CCR Registration, contact the CCR helpdesk at 1-888-227-2423.

d. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statement in proposals is prescribed in 18 U.S.C. §1001.

e. Offerors should submit their best proposal initially as the Government intends to make awards without discussions (except clarifications, as described in FAR 15.306(a)). The Government reserves the right to conduct discussions, if deemed necessary.

L.5. PROPOSAL FORMAT

a. Each volume shall include the following (volumes should be physically separated):

- Volume number, firm name and business size on proposal cover
- Table of contents
- List of tables/figures
- Solicitation Number shall appear on each page (header or footer)
- Volume number and page number shall appear in the bottom right corner of each page (along with the proposal revision number for the amended page, if necessary).

b. PDF or compatible files shall use the following page setup parameters:

- Margins – Top, Bottom, Left, Right - 1”
- Gutter – 0”
- From Edge – Header, Footer - 0.5”
- Page Size, – 8.5” x 11”
- Page Size spreadsheets, table, charts, etc. may be 11” x 17” but counts as 2 pages

c. The following additional restrictions apply:

- Each paragraph shall be separated by at least one blank line.
- Font type: Times New Roman; font size:12, font size for headers and footers may be increased to 14 or reduced to 10
- Font size for spreadsheets, tables, charts, etc. may be reduced to font size 8
- The use of hyperlinks in proposals is prohibited.
- Double sided printing is preferred

d. Page Limitation – Only pages within the respective page limits as follows will be evaluated:

- Volume I: Corporate Technical/Management Experience
 - Table of Contents (not included in page count)
 - List of Tables and Figures (not included in page count)
 - Tab A: (as per below)

NOTE: Offeror is invited to submit for any or all of the energy production technologies listed below but must propose on at least one of the four renewable energy technologies, i.e. wind, solar, geothermal and/or bio-mass.

- Wind (9 pages single sided or 4 pages double sided + 1 single side page)
- Solar (9 pages single sided or 4 pages double sided + 1 single side page)
- Geothermal (9 pages single sided or 4 pages double sided + 1 single side page)
- Bio-mass (9 pages single sided or 4 pages double sided + 1 single side page)
- Technical Exceptions and Deviations (1 page single sided)

○ Tab B: (as per below)

NOTE: Offeror is invited to submit for any or all of the energy production technologies listed below but must propose on at least one of the four renewable energy technologies, i.e. wind, solar, geothermal and/or bio-mass.

- Wind (9 pages single sided or 4 pages double sided + 1 single side page)
- Solar (9 pages single sided or 4 pages double sided + 1 single side page)
- Geothermal (9 pages single sided or 4 pages double sided + 1 single side page)
- Bio-mass (9 pages single sided or 4 pages double sided + 1 single side page)
- Technical Exceptions and Deviations (1 page single sided)
- Volume II: Financial Capability and Management Approach
 - Table of Contents (not included in page count)
 - List of Tables and Figures (not included in page count)
 - Tab A: 10 pages single sided or 5 pages double sided
 - Tab B: 10 pages single sided or 5 pages double sided
- Volume III: Past Performance
 - Table of Contents (not included in page count)
 - List of Tables and Figures (not included in page count)
 - Tab A: (20 pages single sided or 10 pages double sided)
 - Tab B: (1 questionnaire per past performance reference)
- Volume IV: Small Business Participation
 - Table of Contents (not included in page count)
 - List of Tables and Figures (not included in page count)
 - Tab A: 10 pages single sided or 5 pages double sided
- Volume V: Price: No page limitation

Note: Proposal Cover; Table of Contents; Title Page; List of Tables/Figures, or Acronyms; Separator Tabs; Cross-Reference to the Solicitation Paragraphs; key personnel resume and commitment statements; subcontractor commitment letters; past performance questionnaires and supporting past performance documents (to include the SF295); and Small Business Participation Plan supporting documentation to include teaming arrangement documentation are excluded from page count. If an offer exceeds a page limit, the pages that exceed the limit will not be considered. The excess pages excluded from consideration will be counted from back to front of the Tab.

L.6 PROPOSAL CONTENT

VOLUME I – CORPORATE TECHNICAL/MANAGEMENT EXPERIENCE

Note: A letter of commitment shall be provided from all key subcontractors utilized in the Factor 1 submission. If Offeror submits parent company experience to be evaluated in this Factor, the proposal shall include a letter from the parent company guaranteeing contract performance.

Volume I, Tab A

Corporate Experience in Development of Renewable and Alternative Energy (RAE) Production Projects:

Provide a technical and management experience submission as instructed by this section for each of the following technology categories for which the Offeror wishes to have its proposal evaluated. If an Offeror is not providing a proposal for a particular technology, identify each omitted technology category and make the statement “This technology category is not being proposed.” NOTE: Offeror must propose on at least one of the four renewable energy technologies

- Wind
- Solar
- Geothermal
- Biomass

The Proposal should clearly address each of the elements described below, the technical evaluation criteria in Section M, and at a minimum cover the subordinate factors or sub criteria listed there under, if any. Project

description should be presented in as much detail as practical subject to the specified maximum page number and minimum font limits.

Number of Projects: For any/all renewable technologies other than solar, the Offerors shall describe three (3) 4MW or larger projects that are relevant to the technology proposed for evaluation under this factor and which the Offeror had primary corporate responsibility for implementation. If proposing on solar, offerors shall describe three (3) 2MW or larger projects which the Offeror had primary corporate responsibility for implementation. A single project may incorporate more than one of the listed technologies; however, the projects described shall be representative of the capabilities of the Contractor and focus primarily on the technology category being proposed for evaluation. Each project example shall be a project for which construction has been completed within the past 5 years (as of the closing date of this solicitation). Each project should indicate all technologies implemented during the life of the project. Each project should provide information on the following items:

Project title, location, and description: Briefly describe the development including function, power generation capability, location, and size in square feet, acres, or numbers of power generation units as appropriate, identifying whether the project was for a public or private sector client. Describe the energy technology applied in each project and list any additional/alternative energy technologies included in the project. Include a description of the systems power generation capability including MW, MBTU (Million BTU), or other. Submit a name, position, and telephone number of the customer's project officer, contracting officer, or person able to provide information on each project.

Project cost: Cite the total dollar amount, the contract amount awarded if different, the type of financing arranged by your organization, any distinguishing terms of the contract, and a current point of contact (and telephone number) at the financial organization.

Work schedule: Provide the scheduled and actual start and end dates for the project development, design, construction, and maintenance and operation of the project.

System Reliability: For the projects identified above, list the annual downtime, the projected versus actual 12-month energy production achieved, and the monthly percent of time the system was not functional. Identify the measures taken to increase system reliability.

Subcontracted Percentage: Provide the percent of the project on a total dollar basis that was completed in-house versus the percentage that was subcontracted. Indicate which aspects of the project were performed by your firm and by the subcontractor.

Describe challenges encountered during project development or implementation (technical, regulatory, political, etc.) and the approaches/actions taken to overcome those challenges that demonstrate the Offeror's corporate technical/management experience. Identify any/all significant project scope or design changes made as part of the solution.

Technical Exceptions and Deviations: Offerors shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation. Any exceptions, etc., taken must contain sufficient explanation and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable.

Volume I, Tab B

Corporate Experience in Operating and Maintaining a Renewable Energy Production Facility under a Power Purchase Agreement or Similar Contract:

Provide a technical discussion for each of the following technology categories (as applicable) which are being proposed as detailed below. If an Offeror is not providing a proposal for a particular technology, include the

technology section and make the statement that “This technology category is not being proposed”. NOTE: Offeror must propose on at least one of the four renewable energy technologies

- Wind
- Solar
- Geothermal
- Biomass

This section of the proposal should clearly address each of the elements described below, the technical proposal evaluation criteria in Section M, and at a minimum cover the subordinate factors or sub criteria listed there under, if any. Project information should be presented in as much detail as practical subject to the specified maximum page number and font limits.

For any/all renewable technologies other than solar, the Offerors shall describe three (3) 4MW or larger projects that are relevant to the technology proposed for evaluation under this factor and which the Offeror had primary corporate responsibility for operation and maintenance. If proposing on solar, offerors shall describe three (3) 2MW or larger projects which the Offeror had primary corporate responsibility for operation and maintenance. A single project may incorporate more than one of the listed technologies; however, the projects described shall be representative of the capabilities of the Contractor and focus primarily on the technology category being proposed. Each project must have been operated by your firm for at least three years. Each project should indicate all technologies operated during the life of the project. Each project should provide information on the following items:

Project title, location, and description: Briefly describe the facility including function, power generation capability, location, and size in square feet, identifying if the project was for public or private sector. (Note: if describing the same project as the one described in the previous section, the proposal can reference previous section and reiteration is not necessary.) Describe the energy technology applied in each project and list any additional/ alternative energy technologies included in the project. Include a description of the systems power generation capability including MW, MBTU (Million BTU), or other. Describe last year's system uptime and any reasons for downtime of the entire system or portion of the system to include the annual percentage and hours. Describe the method of operation and extent of maintenance of the various systems associated with the project and if your firm or a subcontractor did the work. Submit a name, position, and telephone number of the customer's project officer, contracting officer, or person able to provide information on each project.

Work schedule: Provide the starting and ending dates of the contract. Provide the number of work hours required to operate the facility on an annual basis. Provide the number of work hours required to maintain the facility on an annual basis. Explain any uncontrollable problems encountered such as delivery, labor strikes, etc., if applicable

VOLUME II – FINANCIAL CAPABILITY AND MANAGEMENT APPROACH

Note: A letter of commitment shall be provided from all key subcontractors utilized in the Factor 2 submission.

Volume II, Tab A

Ability to Provide Required Capital or Obtain Required Financing at Competitive Rates:

- Offerors shall describe measures that would be taken to ensure the continued availability of the required capital throughout Task Order performance and means to minimize financial and performance risk. These measures could include, but are not limited to subordination agreements, parent company guaranty agreements, deferred payment arrangements, sinking funds, credit backing, and deferred principle payments, etc. Explain why/how the offeror's financing strategy will result in competitive unit price proposals for renewable energy development under a Power Purchase Agreement of equivalent contract.

- Describe any/ all legal or administrative proceedings currently pending or concluded that were conducted against your firm within the last five years which relate to procurement or performance of any public or private contracts. Disclose whether your firm (or its predecessors, if any) has been insolvent or filed for bankruptcy within the past five years.
- For solar, Offerors shall provide three (3) relevant 2MW or larger renewable energy projects which were self-financed or for which third party financing was obtained by your firm. For all other renewable energy technologies, Offerors shall provide three (3) relevant 4MW or larger renewable energy projects which were self-financed or for which third party financing was obtained by your firm. Provide the total dollar amount for each and the percent self-financed versus obtained from a third party. Identify how and from whom the third party financing was obtained and how this capital investment was/is being amortized.

Volume II, Tab B

Organizational/management approach to minimize risk of less than satisfactory performance

Offeror should include information as to the overall relevant capabilities and accomplishments of the Corporation or Team that will develop, secure financing, design/construct, operate and maintain the renewable energy plant. Offeror should indicate the number of years in business as a renewable energy developer and operator. Describe the approach to execute a typical project from the project inception to project operations (energy production) phase. Include a discussion on the management and technical qualifications of your organization and identify type, quantity, and certification of personnel available to implement RAE projects. Describe other supporting departments to include but not limited to safety, quality, and finance.

Describe and illustrate the overall management system and organization for managing projects to support contract performance. Describe how schedule, cost, and technical performance status is determined, assessed, and projected through contract completion. Describe the method of price tracking, reporting, and control on the management level. Identify on an organization chart the responsibilities of each organizational element for project implementation and continuous operation. Identify persons (name, title, professional certification if applicable, and company) who will manage the performance of each key functional area and their respective lines of authority within the team organization. Key functional areas are: project development/financing, engineering, design, construction management, system commissioning and system operations and maintenance including measurement and verification.

Briefly describe the subcontracting process to be used under the contract and the element of the organization that will provide subcontract management and quality control. Describe the procedures for source selection and how performance status is determined, assessed, and projected through subcontract completion.

An organization chart shall be provided identifying each of the business entities comprising the team along with the principal individuals responsible for managing that firm's role on the team. Letters of commitment to participate on the team if the prime of JV is awarded the contract are required for any/all key subcontractors responsible for one or more of the following:

- Development
- Engineering/design
- Construction
- Energy plant operation/maintenance
- Securing project financing (if other than the prime)

VOLUME III – PAST PERFORMANCE

Note: A letter of commitment shall be provided from all key subcontractors utilized in the Factor 3 submission. If Offeror submits parent company past performance to be evaluated in this Factor, the proposal shall include a letter from the parent company guaranteeing contract performance.

Volume III, Tab A

Project Narratives/ References:

The Offeror that will serve as prime Contractor shall provide up to ten (10) references that best represent the Offeror's past performance. At a minimum the references shall include the same projects described in Volume I, Corporate Technical/Management Experience, and Volume II, Financial Capability and Management Approach. Projects may include those with the Federal Government, State or local Governments, or commercial customers. If key subcontractors are utilized in the proposal, at least two references should be provided for each key subcontractor. Offerors should provide reference information in narrative form to address each of the bullets below. All points of contact, addresses, telephone numbers, data, fax numbers, etc. should be verified correct by the Offeror prior to submission to the Government as part of the Offeror's proposal. Points of contact must be knowledgeable of past performance from a contractual, managerial, and technical perspective.

- Project Title & Location
- Project Description, Including Size of Facility
- Project Start & Ending Dates
- Prime Contractor Performing Work
- Subcontractor(s) Performing Work (Indicate Discipline)
- Contract Value/Actual Awarded Amount
- POCs, Phone, Fax, Address, E-mail
- Problems Encountered/Corrective Actions Taken
- Performance recognition documents received within the last five years, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition

Volume III, Tab B

Past Performance Questionnaires:

The Past Performance Questionnaire included in the solicitation (Attachment 1) is provided for the Offeror to submit to the client for each project the Offeror submits in Tab A. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires (PPQ) should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before the solicitation closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contacts: sarah.m.tierney@usace.army.mil and tonju.l.butler@usace.army.mil prior to the solicitation closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

VOLUME IV, SMALL BUSINESS PARTICIPATION

Volume IV, Tab A

Small Business Participation Plan:

All Offerors, both large and small businesses, shall submit a Small Business Participation Plan (Attachment 2) in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 215.304. The Small Business Participation Plan will be incorporated into any resultant Prime Contract.

Note: At time of award, Subcontracting Plans will be evaluated for large business firms that submit proposals for this acquisition in accordance with AFARS Appendix DD. This plan is a separate submittal and shall incorporate the overall RFP objectives as described in this proposal.

VOLUME V, PRICE

Offerors shall enter a unit price as Dollars per kilowatt hour into the Contract Line Items Numbers (CLINs) in Section B, Supplies or Services and Prices or Costs. These CLINs will be used to evaluate Price Reasonableness and Realism of the Offerer's Price proposal. After award, Contractors shall be limited to no more than their proposed maximum (ceiling) Dollars per kilowatt hour rate for Task Orders.

Volume V, Pricing, shall include the following documents (in the order listed):

1. Standard Form 33 (Solicitation, Offer and Award Cover Sheet): Offeror shall complete boxes 12-18 of the SF33 and submit as the first page of Volume V. The person signing the SF33 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. When proposing as a joint venture, all members of the joint venture shall sign the SF 33 unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture.

2. Representations, Certifications and Other Statements of Offerors: Offeror shall provide the completed Section K or a copy of its ORCA record.

a. If applicable, the Offeror shall also provide a separate statement/certification as to its qualification for small business status in accordance with NAICS 221119 emphasizing the following definition: A firm is small IF, including its affiliates, it is PRIMARILY engaged in the generation, transmission, and/or distribution of electric energy for sale and its total electric output for the preceding fiscal year DID NOT exceed 4 million megawatt hours. Supporting documentation can include gross receipts. Any challenges, including those raised by the Government, as to small business status will be referred to the Small Business Administration for determination.

b. **ADDITIONAL CLARIFICATION REGARDING SIZE STANDARDS FOR INDUSTRY:** To determine business size, the SBA size specialist must determine whether significant aggregated receipts for the preceding fiscal year of the challenged concern and its affiliates are attributable to the generation, transmission, and/or distribution of electric energy. In other words, (1) the major percentage of the receipts of the challenged concern itself must be derived from the generation, transmission, and/or distribution of electric energy, and (2) a major percentage of the aggregated receipts of the challenged concern and its affiliates must be derived from the generation, transmission, and/or distribution of electric energy. If the firm is determined not primarily engaged, then it may be considered other than small. If primarily engaged, then the Area Office will apply the 4 million megawatt standard to determine whether the concern is small. To further clarify, firms that are registered in the Central Contractor Registration as a large business for most of their other NAICS codes, will not be able to qualify as small by ONLY proving they have produced less than 4 million megawatts of energy the prior year.

3. Joint Venture/Mentor-Protégé Agreements and Approvals (if applicable): When proposing as a joint venture, submit a copy of the joint venture agreement. Failure to comply with this requirement may eliminate the proposal from further consideration. If this is an 8(a), HUBZone, or Service-Disabled Veteran-Owned joint venture, the Offeror shall ensure that it complies with the applicable requirements of 13 CFR Part 124, 13 CFR Part 126, and 13 CFR Part 125 respectively. The joint venture shall include a copy of its SBA approval of the joint venture arrangement. When proposing as part of a Mentor-Protégé Agreement, submit a copy of the agreement and the agency approval of the agreement. If Offeror is not the parent company, proposal shall include a letter of commitment from the parent company guaranteeing contract performance.

4. Bankruptcy - Offeror shall include a statement in its price proposal as to whether the Offeror is in Bankruptcy proceedings or not, or is about to undergo bankruptcy proceedings. Offeror shall disclose any other information which could reasonably call into question the responsibility of the Offeror to perform this contract.

5. Maximum Rates (Dollars per kilowatt hour)

Offerors shall complete the spreadsheet at Section J, Attachment A, "Maximum Unit Price Rates", to establish maximum (ceiling) unit price(s) for the technology(ies) proposed for evaluation. Offerors shall indicate an N/A if a technology is not being proposed. The maximum unit price rates for each applicable technology will be evaluated to determine price reasonableness and realism. The rates will function as ceiling unit prices for the term of the basic award and any Task Orders awarded against the contract. The maximum unit price should be based upon the Offeror's estimate of the total cost for development, construction, operation, and maintenance of the renewable energy production facility at a location and size that is suitable, but not ideal for the technology proposed. The proposed maximum unit price should NOT include ancillary or incidental costs such as land use fees, grid interconnection fees, NEPA National Environmental Policy Act (NEPA) compliance, or other costs that are not directly related to the planning, design, construction, operation, and maintenance of the energy production facility. Prices for costs associated with such incidentals will be separately priced and evaluated at the task order level using CLINs 0005, 0011, 0016, 0021, 0026, 0031, 0036, and 0041, as appropriate, and should be left blank in the proposal for the basic Multiple Award Task Order Contract (MATOC) award.

ATTACHMENT 1
PAST PERFORMANCE RISK ASSESSMENT QUESTIONNAIRE
Solicitation Number W912DY-11-R-0036

CONTRACT INFORMATION (Contractor to complete #1-4)

1. Contractor Information:

Firm Name:
Address:
Cage Code:
DUNS Number:
Phone Number:
Email Address:
Point of Contact:
Contact Phone Number:

2. Work Performed as:

☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Firm name/phone #):

3. Contract Information:

Contract Number:
Delivery/ Task Order Number (if applicable):
Contract Type: ☐ Firm Fixed-Price ☐ Cost Reimbursement ☐ Other (Please Specify):
Contract Title:
Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (to include all modifications, if applicable):

Explain Differences:

4. Project Description:

Complexity of Work: ☐ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

CLIENT INFORMATION (Client to complete #5-8)

5. Client Information:

Name:
Title:
Phone Number:
Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed:**8. Client's Signature:** _____

NOTE: USACE requests that the client complete the questionnaire and submit directly back to the Offeror. The Offeror will submit the completed questionnaire to USACE with its proposal, and may duplicate this questionnaire for future submissions on USACE solicitations. Clients are highly encouraged to submit questionnaires directly to the Offeror. However, questionnaires may be submitted directly to USACE. Please contact the Offeror for USACE POC information. The Government reserves the right to verify any and all information on this form.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION
OF THE CONTRACTOR'S PERFORMANCE**

Rating	Definition	Note
(E) Exceptional	Performance meets contractual requirements and exceeds may to the Government's/ Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/ Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/ Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/ Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the Contractor recovered from without impact to the contract. There should have been no significant weaknesses identified. Per DoD policy, a fundamental principle of assigned ratings is that Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective	A Marginal is appropriate when a significant event occurred that the Contractor had trouble overcoming which impacted the Government/ Owner.

	or were not fully implemented.	
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the Contractor had trouble overcoming and which impacted the Government/ Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract.	Rating will be neither positive nor negative.

****TO BE COMPLETED BY CLIENT****

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/ report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/ TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones (If liquidated damages were assessed or the schedule was not met, please address below.)	E VG S M U N
b) Rate the Contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/ disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the Contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) How well did the Contractor meet your system reliability expectations?	E VG S M U N
e) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/ LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/ expertise demonstrated by Contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N

5. COST/ FINANCIAL MANGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefitted the client	E VG S M U N
c) If this is/was a Government cost-type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate backup documentation, monthly status reports/ budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section.	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience and are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action, in Remarks section.	Yes No
f) Have there been any indications that the Contractor has financial problems? If yes, please explain in Remarks section.	Yes No
6. SAFETY/ SECURITY	
a) To what extent was the Contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E VG S M U N
b) Compliance with contractual terms/ provisions (explain if specific issues)	E VG S M U N
c) Would you hire or work with this firm again? If no, please explain below.	Yes No
d) In summary, provide an overall rating for the work performed by this Contractor.	E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

ATTACHMENT 2

SMALL BUSINESS PARTICIPATION PLAN

All Offerors, both small and large businesses, are required to submit a "Small Business Participation Plan." This information shall include the following:

*Note: Small business prime Contractors will be given credit for their own small business participation.

(a) Type of Business of Prime Contractor/Offeror: Check all applicable boxes

Large	_____
Small (also check type of Small Business below)	_____
Small Non-Disadvantaged Business	_____
Small Disadvantaged Business	_____
Woman-Owned Small Business	_____
HUBZone Small Business	_____
Veteran Owned Small Business	_____
Service Disabled Veteran Owned Small Business	_____

(b) Total Contract Value (Include options): \$_____

(c) Dollar Value of your participation as a Prime Contractor/Offeror: \$_____

(d) Dollar Value and Percentage of Total Contract Value of Subcontracts Planned For:

	Dollar Value	Percentage of Total Contract Value
Large	\$_____	%_____
Total Small	\$_____	%_____
Small Non-Disadvantaged	\$_____	%_____
Small Disadvantaged	\$_____	%_____
Woman-Owned Small	\$_____	%_____
HUBZone Small	\$_____	%_____
Veteran Owned Small	\$_____	%_____
Service Disabled Veteran Owned Small	\$_____	%_____

Each participation percentage above shall be accompanied by detailed supporting documentation regarding the individual commitments. Detailed explanations shall also be provided when the percentages fall short of the goals specified in the Small Business Participation Plan evaluation approach, Section M "Basis for Award". For large businesses, the percentages shall correlate to the target percentages in the Small Business Subcontracting Plan.

NOTE: The sum of the dollar values and percentages of Small Non-Disadvantaged and Small Disadvantaged should equal the entries for Total Small. However, the sum of all the percentages under Paragraph (d) need not equal 100% since the prime is not included and individual subcontractors may be counted towards more than one category. All percentages should use the TOTAL CONTRACT VALUE as a baseline.

(e) List principal supplies/services (be specific) to be subcontracted to:

	Name of Company	Type of Service/Supply
Large:	_____	_____
Small:	_____	_____
Small Non-Disadvantaged:	_____	_____
Small Disadvantaged:	_____	_____
Woman-Owned Small:	_____	_____
HUB Zone Small:	_____	_____
Veteran Owned Small Business:	_____	_____
Service Disabled Veteran Owned Small:	_____	_____

NOTE: For purpose of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged and should be broken out separately.

(f) Prior Performance Information: Provide any information substantiating the Offeror's track record of utilizing small businesses on past contracts. For large businesses: include Administrative Contracting Officer (ACO) rating and, at a minimum, the two most recent SF295 or Electronic Subcontract Reporting System (eSRS) reports. For large and small businesses: provide descriptive information for all small business categories. Any information concerning long-term relationships with small business subcontractors, such as mentor-protégé relationships, should be included.

(g) Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any small business category, as defined in FAR Part 19, as subcontractors. Bilateral agreements (to include approved DoD mentor-protégé agreements) between the Offeror and a proposed subcontractor constitute enforceable agreements.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-3	Request for Information or Solicitation for Planning Purposes.	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995
52.219-24	Small Disadvantaged Business Participation Program--Targets	OCT 2000
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple Award Indefinite Delivery-Indefinite Quantity contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

By Mail:

CONTRACTING OFFICER
U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE
ATTN: CT-C (TONJU BUTLER)
P.O. BOX 1600
HUNTSVILLE, AL 35807-4301

Or Via Courier:

CONTRACTING OFFICER
U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE
ATTN: CT-C (TONJU BUTLER)

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

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS

M.1 BASIS FOR AWARD

This solicitation seeks “Best Value” for the government in accordance with FAR Part 15. It is the intent of CEHNC to award to all responsible and qualified Offerors, whose proposals conform to the solicitation and are rated acceptable or better. However, the Government reserves the right to make no awards. The awards will be made with appropriate consideration given to the following five evaluation factors: (1) Corporate Technical/Management Experience, (2) Financial Capability and Management Approach, (3) Past Performance, (4) Small Business Participation, and (5) Price. The non-price factors when combined are significantly more important than price. All key elements of a factor have equal importance.

Offerors are invited to propose on one or more of the technologies. The Government intends to award contracts according to each renewable technology (solar, wind, geothermal and/or bio-mass). To receive a basic contract award, an Offeror needs only to be selected with regard to one particular renewable technology. Only those Offerors selected as qualified for a particular technology will be provided opportunity to submit proposals for task orders utilizing that technology. Offerors may be selected for multiple technologies. Selected offerors that develop capabilities beyond their initial technology selection(s) may seek to qualify for the additional technologies if and when the Government opens up an on-ramp opportunity (see RFP paragraph A.4)

To receive consideration for award, a rating of “Acceptable” must be achieved for Factors 1, 2, and 4. A rating of no less than “Satisfactory Confidence” or “Unknown Confidence” must be achieved for Factor 3, Past Performance. The proposed maximum price per KWH must be reasonable and realistic in Factor 5. Factor 1 will be evaluated first, and proposals rated as Unacceptable for this factor may be rejected without further evaluation and without discussions or any opportunity to revise the proposal. After the Government individually evaluates and rates each proposal, the Source Selection Authority will determine which proposal(s) are responsible and qualified. In accordance with FAR 15.306, the Government intends to make award(s) without discussions; however the Government reserves the right to hold discussions if necessary. No discussions will be conducted prior to contract award with responsible offerors whose proposal are rated Acceptable and offer reasonable and realistic prices. The Government reserves the right to make staggered awards. Later awarded contracts will have an initial period of performance that will be less than the full 3 year base period in duration and will end on the same date as all other contractors which receive a basic MATOC award. Option periods will be the same for all awardees. If determined to be in the Government’s interest to hold discussions, discussions may be held with offerors remaining in the competitive range after initial awards have been made to some offerors. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001.

M.2 FACTORS (WITH KEY ELEMENTS) TO BE EVALUATED

The following factors and key elements shall be used to evaluate Offerors.

**Elements will be evaluated but will not be given a separate adjectival rating.*

FACTOR I – CORPORATE TECHNICAL/MANAGEMENT EXPERIENCE

a. Corporate Experience in the Development of Renewable Energy Production Projects

Offerors will be evaluated for demonstrated corporate experience in the development of renewable energy production projects 4 MW or larger (2MW or larger for solar). Development in this context includes project due diligence and planning, developing, designing, equipping, building, interconnecting, contracting for the sale/purchase of the energy and commissioning the assets. Evaluations will consider in no particular order of importance: size of the project(s) in MW, the number of projects, the variety of technology applications and/or adaptations to differing site conditions, the breadth and depth of the Offeror’s role in planning, financing, design, and construction of the renewable energy plant(s); the degree of technical sophistication or innovation

incorporated into the project(s), and system reliability. A letter of commitment must be provided from all key subcontractors utilized in the Factor 1 submission.

b. Corporate Experience in Operating and Maintaining a Renewable Energy Production Facility under a Power Purchase Agreement (PPA) or Similar Contract

Offerors will be evaluated on their demonstrated experience in operating and maintaining renewable energy production under land-use authorities and utilities services contracts or PPA for three (3) years or longer. Evaluations will consider in no particular order of importance: the size and number of production facilities, how long operation and maintenance (O&M) services were performed, the complexity of the O&M services, and efficiencies achieved. A letter of commitment must be provided from all key subcontractors utilized in the Factor 1 submission.

FACTOR II – FINANCIAL CAPABILITY AND MANAGEMENT APPROACH

The term “financial capability” in this context means an Offeror’s demonstration that Offeror has sufficient capital resources to self-finance or the ability to obtain third party financing for the construction of a renewable or alternative energy facility, a demonstrated understanding of the financial risks associated with this contract, and the ability to recover the investment over the life of the project expected to be no more than 30 years. This determination will not substitute for the finding of a Contractor’s responsibility in accordance with FAR Part 9. This is a special responsibility standard intended to address the considerable upfront costs that will be required for successful completion of Task Orders.

a. Ability to Provide Required Capital or Obtain Required Financing at Competitive Rates

Offerors will be evaluated for demonstrated financial capability based on experience and understanding and management of financial risks. Offerors must demonstrate capability to self finance and/or acquire third party financing for renewable energy projects 4MW or larger (2MW or larger for solar) and the likelihood of being able to provide competitive PPA proposals for renewable energy development based on the Offeror’s proposed financing strategy. Offerors will be evaluated for the ability to shoulder monetary risk and withstand long term payback periods. A letter of commitment must be provided from all key subcontractors utilized in the Factor 2 submission.

b. Organizational/Management Approach To Minimize Risk Of Less Than Satisfactory Performance

The proposed organizational/management approach will be evaluated for risk of less than successful contract performance. Risk is in proportion to the number of different business entities that comprise the team and how much of that risk is not mitigated. Risk mitigation includes clarity in the roles and responsibilities of each of the various team members, streamlined organizational structure, clear lines of accountability up to the project director, letters of commitment from key subcontractors, and the number of years the various team members have worked together on similar past projects. A letter of commitment must be provided from all key subcontractors utilized in the Factor 2 submission.

FACTOR III – PAST PERFORMANCE

The Government will evaluate the Offeror's likelihood of success in performing the solicitation's requirements and delivering high quality products and services as indicated by that Offeror's record of past performance. In this context, “Offeror” refers to the proposed prime Contractor and its proposed key subcontractors. A letter of commitment must be provided from all key subcontractors. A “Contractor team arrangement” is an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime Contractor or (2) a potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program (see FAR 9.6). In either case the prime Contractor and proposed key subcontractors will be assessed individually, and the results will then be assessed in their totality to

derive the Offeror's Past Performance rating. Past performance of prime Contractors or key subcontractors whose firms are divided into severable segments (i.e. division, group, unit, etc.) will only be evaluated as it relates to those segments of the firm(s) that will actually perform the work.

Past Performance references will first be reviewed to determine the relevancy of the past performance information. Past performance must have occurred within five years from the closing date of this solicitation and be similar in scope and complexity to be considered relevant. The evaluation will use four levels of relevancy as shown in the bullets below. More relevant past performance will be treated as a stronger predictor of future success and will therefore have more influence on the overall performance confidence assessment than past performance of lesser relevance.

- Very Relevant: Past performance effort is recent and involved essentially the same scope and complexity this solicitation requires.
- Relevant: Past performance effort is recent and involved similar scope and magnitude of effort and complexity this solicitation requires.
- Somewhat Relevant: Past performance effort involved some of the scope and complexity this solicitation requires.
- Not Relevant: Past performance effort is not recent and/or involved little or none of the scope and complexity this solicitation requires.

When determining the overall Performance Confidence Assessment for an Offeror, the Government will take into consideration the following areas: demonstrated record of successful performance in comparable projects; demonstrated ability to select, retain, support and, when necessary, replace subcontractors; demonstrated implementation of corrective measures that have been implemented to resolve performance issues; demonstrated record of reasonable and cooperative behavior and commitment to customer satisfaction; demonstrated record of cost and schedule management; and the degree of relevancy of all of the considered efforts. The Government will evaluate performance ratings by the customer (e.g. Past Performance Questionnaires). If the Government does not receive past performance information for the project(s) identified by the Offeror and cannot establish a past performance record for the Offeror through other sources, or if the Offeror has no past performance record, the Offeror will be given an "Unknown Confidence" assessment rating.

The Offeror is cautioned that in conducting the performance risk assessment, the Government may use data provided in the Offeror's proposal in addition to data obtained from other sources. Since the Government may not necessarily obtain information on all of the listed contract references and/or may not contact all of the identified POCs provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of the data provided. The Government may elect to consider data obtained from sources other than those identified by the Offeror. In the event that adverse past performance information is obtained from other sources, the Offeror will have the opportunity to respond to any adverse information received which it had not had a previous opportunity to comment.

FACTOR IV – SMALL BUSINESS PARTICIPATION

All Offerors (both large and small businesses) will be evaluated on the level of small business commitment demonstrated for the proposed acquisition and the use of small businesses demonstrated in the performance of prior contracts. The following shall evidence small business participation:

- The extent to which such firms, as identified in the Federal Acquisition Regulation (FAR) Part 19, are specifically identified in the proposal;
- The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);
- The complexity and variety of the work small businesses are to perform;

- The realism of the proposal;
- Past performance of the Offeror in complying with the requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns; and for all large business Offerors, FAR 52.219-9, Small Business Subcontracting Plan;
- The extent of participation of such firms in terms of the value of the total acquisition, to include Small Disadvantaged Business dollars by the North American Industry Classification Code Systems (NAICS) code deemed applicable by the Offeror; and
- The extent to which the Offeror provides detailed explanations/documentation supporting the proposed participation percentages.

Small Business Goals

The goals for this procurement are as follows:

Small Business: 50.0% of the total contract value of which the individual goals are listed below:

Small Disadvantaged Business	17.0%
Woman-Owned Small Business	18.0%
HUBZone Small Business	10.0%
Veteran Owned Small Business	8.5.0%
Service Disabled Veteran Owned	4.0%

The work to be performed directly by a small business prime Offeror will be evaluated as Small Business Participation.

As part of the source selection evaluation, and in order to receive a rating of at least Acceptable, and Offeror's Small Business Participation Plan must demonstrate a feasible approach in meeting the aforementioned small business goals or provide an explanation as to why any of the specific goals cannot be achieved. The proposed Small Business Participation Plan will be incorporated into any resulting contract. Small business prime Contractors will be given credit for their own small business participation. The Government will monitor the Contractor's compliance with the Small Business Participation Plan to ensure compliance with the terms and conditions stated within. These goals will be assessed at the contract level, commencing in the first performance year of the contract. Furthermore, each large business Offeror shall provide a Small Business Subcontracting Plan that contains all of the elements required by FAR clause 52.219-9, Small Business Subcontracting Plan. This plan shall be submitted separately from the Small Business Participation Plan above, which applies to both large and small businesses. The Subcontracting Plan is not a requirement for evaluation in the source selection, but rather a requirement for award to a large business and will be incorporated into any resulting contract.

Small Business Subcontracting Plan – This section will not be evaluated as part of the source selection. A large business concern, under the definition identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION," will be required to propose an acceptable small business subcontracting plan in accordance with FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Jan 2002) in order to receive an award. The goals established for small business, small disadvantaged business, woman-owned business, HUBZone business, Service disabled veteran-owned small business participation are described in Section L. Note that the goals are expressed as a percentage of subcontracting, not total contract value. The Small Business Subcontracting Plan must be thorough, complete, and in accordance with AFARS Appendix DD and FAR Clause 52.219-9, as it will be incorporated into the contract upon award of the contract to the Offeror, if acceptable and upon final approval of the Contracting Officer. The Government will evaluate the Plan in accordance with the rating scheme in Army FAR Supplement 5119.704 and Appendix DD and with the requirements of FAR Clause 52.219-9.

FACTOR V – PRICE

The Government will evaluate proposed maximum unit prices for Reasonableness and Realism to determine best value to the Government. Price reasonableness and realism will be evaluated using a comparative analysis per technology of all maximum unit price proposals received from responsible offerors. This factor will not receive an adjectival rating. The Government may reject an offer if evaluation reveals a lack Price reasonableness or realism.

RESPONSIBILITY DETERMINATION

In accordance with FAR 9.103(a) "contracts shall be awarded to responsible prospective Contractors only." To be determined responsible, a prospective Contractor must meet the standards at FAR 9.104. FAR 9.104-1(a) requires that a prospective Contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The Government may require offerors in the competitive range to submit the following additional documentation to assist in the responsibility determination such as annual financial statements, current credit report(s); and information on the Offeror's ability to obtain sufficient financial resources to perform the contract requirements.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990