

Responses to Frequently Asked Questions (FAQ)

1. Maximum Price per KWH.

a. Why require a maximum price per KWH when there are so many unknowns and project specific variables?

ANS: The Army is aware that price per kilowatt hour will be technology and site specific and will vary from project to project. The maximum price functions as a ceiling above which the Government will not pay for the electricity in any case. The Army intends to solicit each task order at a location and size that is suitable, but not ideal for the technology proposed. Offerors are encouraged to offer a realistic but competitive maximum price assuming a location for the technology being proposed. ID/IQ MATOC holders will not be required to propose on projects that would exceed their maximum price per kilowatt hour established under the basic contract. Underlying the requirement for maximum prices is the Federal Acquisition Regulation (FAR) requirement (FAR 15.304) that price be considered in every acquisition (including Multiple Award Task Order Contracts).

b. What should the maximum pricing include, e.g., NEPA, grid interconnection, cost for land use?

ANS: The maximum unit price should only include the Offeror's estimate of the total cost for construction, operation, and maintenance of the renewable energy facility. Offerors should not include any contingency costs. Some examples of contingency costs include: land use fees, interconnection fees, NEPA costs, and other costs that are not directly related to the construction, operation, and maintenance of the energy production facility. Prices for costs of such indirectly related work will be solicited in individual task orders and will be tracked under separate CLINs for that purpose and evaluated at the task order level.

c. Why not use a sample task order to obtain pricing?

ANS: The Government believes sample task orders are inconsistent with the acquisition approach to award to all responsible and qualified Offerors.

2. Why not allow contractors to propose which technology or combination of technologies provides the best solution, including small hydroelectric, combined heat and power, and other alternatives?

ANS: The primary renewable energy technology will be identified for task order competition based on available real estate, installation mission requirements for energy security, energy demand, grid interconnection, environmental restrictions and other considerations. The Army intends to make specifications as general as possible to maximize innovative solutions from industry. For example, a task order may specify solar technologies but be non-specific to

photovoltaic or solar thermal technologies, and their respective derivative technologies. In cases where site condition or other requirements do not point to a clear primary technology, the Army may carry out a request for information (RFI) or some other process. Based on this process, the Army may narrow or broaden its requirements to allow for a range of alternative technologies.

3. Are concentrating PV, concentrating solar thermal, and compact linear Fresnel reflector (CLFR) included under the definition of solar?

ANS: Yes. However, the Army reserves the right to specify the particular type of solar technology and panel specifications to be used on any given installation, task order or project.

4. National Environmental Protection Act (NEPA) Concerns

a. Will the contractor be responsible for NEPA documentation?

ANS: It is the intent of the Government to complete NEPA compliance documentation before soliciting proposals for a site specific task order. However, the proposed MATOC includes the capability for the Government to pay the Contractor for NEPA compliance-related services (such as the implementation of a NEPA mitigation plan) as part of the task order. See FAQ 1b.

b. Will NEPA be required if project is on private land?

ANS: NEPA may be required. The fact that the project is implemented by a private developer on non-federal land does not, in itself, obviate the need to perform a proper NEPA analysis. The determination of whether and to what extent NEPA applies to any particular renewable energy project will depend upon the site-specific facts.

5. Applicability of Davis Bacon Act and Buy American Act.

ANS: Davis Bacon Act provisions are included in accordance with the approved acquisition strategy. While there is a theoretical possibility that there could be a task order to be performed on privately owned land to which Davis Bacon would not apply, the projects currently under consideration are all on DoD land. FAR 22.402(b) and DFARS 222.402-709(a) require application of the Davis Bacon Act to non-construction contracts involving substantial construction work. Department of Labor (DOL), Department of Justice, and the Government Accountability Office (GAO) have interpreted this requirement broadly. For the projects under current consideration, the Government has determined that the Davis Bacon Act is applicable. For an extensive discussion of applicable legal rulings and opinions interpreting the applicability of Davis Bacon Act, see Reconsideration of Applicability of the Davis-Bacon Act to the Veteran Administration' Lease of Medical Facilities, May 23, 1994, <http://www.justice.gov/olc/davbac.htm>. The services have also agreed with the Department of Labor to include Davis Bacon Act provisions in their respective Housing Privatization Projects. See DOL Field Operations Handbook, Oct. 25, 2010, Chapter 15, para. 15d07, http://www.dol.gov/whd/FOH/FOH_Ch15.pdf. DOL has held that Davis Bacon Act was applicable to housing at Fort Drum, even though the housing was on private land and the developers would retain title. See Military Housing, Ft. Drum, New York, WAB No. 85-16

(Aug. 25, 1985). The Department of Labor, which administers the Davis Bacon Act, defines a public building or public work as follows, “The term *public building* or *public work* includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.” 29 C.F.R. 5.2(k)

FAR 52.225-3, Buy American Act-Free Trade Agreements- Israeli Trade Act, and FAR 52.225-4, Buy American Act-Free Trade Agreements- Israeli Trade Act – Certificate, are included in accordance with FAR 25.1101.

DFARS 252.225-7017, Photovoltaic Devices, and 252.225.7018, Photovoltaic Devices – Certificate, is included in accordance with the provisions of DFARS 225.7117. These clauses will be applicable to task orders for covered contracts as defined as follows in DFARS 225.7017-1:

Covered contract means an energy savings performance contract, a utility service contract, or a private housing contract awarded by DoD, if such contract results in DoD ownership of photovoltaic devices, by means other than DoD purchase as end products. DoD is deemed to own a photovoltaic device, if the device is –

- (1) Installed on DoD property or in a facility owned by DoD; and
- (2) Reserved for the exclusive use of DoD for the full economic life of the device.

6. Could Army please clarify confusion regarding 3 year base plus 7 one-year options for total of 10-year ordering period and maximum 30-year term for task orders?

ANS: The “ordering period” refers to the timeframe in which the Government may compete and award task orders under this ID/IQ MATOC. Offerors selected for the MATOC will have opportunity for three years to compete for task orders (base period). The Contracting Officer then decides whether to exercise the first additional option year (or not) for each MATOC contractor. This process repeats until after the final option year is exercised (or not). “Term” refers to the duration or length of performance for a task order. A task order remains in effect until its completion date regardless of when the ID/IQ MATOC ordering period expires.

7. Can Army provide information about termination liability and how it may affect financing?

ANS: A Termination for Convenience value schedule for each year of the contract may be included in a task order, if necessary, and may include mutually agreeable floor and ceiling amounts as well as some negotiable elements. The inclusion of such a schedule might be appropriate to provide assurances to 3rd party financiers concerning amounts that would be paid in the event that termination for convenience occurred before the renewable energy facility was completed. These schedules would be task order specific. Contractors would be required to provide backup data to support termination floors. Termination for Convenience value schedules

should include the type of foreseeable damages anticipated by both parties. See FAR Part 49.5 for additional information.

8. Will work crews be allowed to work 7 days a week?

ANS: Not in all cases. Security requirements or existing security service contracts may preclude week-end and/or holiday construction work. Available work periods and administrative procedures for requesting exceptions will be addressed in the task order.

9. Why are liquidated damages necessary?

ANS: Inclusion of the liquidated damages (LD) clause in the ID/IQ MATOC allows the Government to use LD within task orders if and when it is in the Government's interest to do so. LD may not be appropriate in all cases. Any inclusion of LD will be identified in the task order RFP.

10. Is Government willing to pay more for renewable energy than it is now paying local utility companies?

ANS: Under DoD Instruction 4170.11, Enclosure 3, para. 3c(3)(a) the Department of Defense is permitted to pay a fair and reasonable premium for renewable energy and therefore the price of renewable energy will not necessarily be required to match local utility energy prices. Price reasonableness for renewable energy will be determined in accordance with FAR 15.305.

11. Why does the RFP contain provisions about the use of Special Purpose Entities? Will contractors be required to guarantee the performance of a Special Purpose Entity if the project is owned and/or operated by a Special Purpose Entity? Can contractor sell the project after completion of construction? Will the Government allow "assignment" to a Special Purpose Entity?

ANS: The Government is aware that offerors may be required to form a Special Purpose Entity (SPE) with Limited Liability in order to obtain commercial project financing/third party financing. In order to have a viable project, asset ownership may need to be transferred to investors to allow them to obtain the benefits of tax credits, asset depreciation, and other renewable energy incentives. The FAR includes provision for assignment of claims, but the use of a SPE and the transfer of the project assets would require contract novation under provisions of FAR Part 42.1204. A novation is normally considered to extinguish the original contract substituting in its place another contract with identical terms but with a different party. Such a result would be an undesirable because the original awardee would no longer be able to compete for task orders within the MATOC Para. H.3k. of the RFP provides a procedure for dealing with the novation of a task order which the Government believes is fair to offerors and to the Government. Offerors will not be required to propose this type of financial arrangement; however, the Government wants to provide flexibility in the interest of facilitating viable financial arrangements.

The Government is also willing to enter into a tri-party agreement to facilitate third party financing provided that: a) it is needed to obtain a viable financing arrangement and b) it is not detrimental to the Government's contractual interests. Such agreements typically acknowledge the proposed third party ownership arrangements required for third party financing. These agreements may also grant "step-in rights" to the lender. Step-in rights allow the lender to cure a potential breach of contract to avoid contract termination. Appropriately worded step-in rights would provide the Government with additional assurance of successful contract performance and would be viewed favorably by the Government.

Neither of these provisions is intended to force offerors to propose any particular type of financing/asset ownership arrangement. Rather it is intended to clearly allow flexibility in the type of arrangement offerors may propose.

12. Will small businesses be required to meet the same qualifications as large businesses?

ANS: The MATOC qualification criteria applicable to both large and small businesses were established at the small business capability thresholds as determined by market research. Market research included review of industry responses to the Sources Sought Request for Information for this acquisition. Subsequent competition for task order award will be either be reserved for small business or unrestricted in accordance with the Section H ordering instructions.

13. Why is the Army inflexible concerning ownership of the Renewable Energy Credits (REC)s ?

ANS: It is the Government's intent that all renewable energy projects shall contribute to compliance with Federal Energy Goals through the retention of project or replacement RECs as determined on a project specific basis. The amount and timing of project and/or replacement RECs to be retained will be determined on a project-by-project basis in accordance with Army policy on RECs dated 24 May 12. The policy is available at:
<http://www.armyeio.com/downloads/RenewableEnergyCreditsPolicy.pdf>

14. Who will have responsibility to pay for the required grid interconnection study necessary to obtain interconnection agreement?

ANS: That will be determined at the task order level. See FAQ #1b. This cost should not be included in the maximum price proposed in response to this RFP.

15. Who is responsible for cost of differing site conditions?

ANS: Determination for equitable adjustment entitlement pursuant to differing site conditions is covered under FAR Part 52.236-2, incorporated by reference. Unforeseen site conditions are an example of costs that should not be included in the maximum price or task order prices. Note, however, that 53.236-3, Site Investigation and Conditions Affecting the Work, is also incorporated and places the duty on the Contractor at task order level to determine conditions that are known. "Contractor acknowledges that it has [at time of task order award] taken

reasonably necessary steps to ascertain the nature and location of the work and that it has investigated...[the] local conditions which can affect the work or its cost...”

16. Can offerors qualify using experience/past performance of team members?

ANS: Yes, corporate experience/past performance of team members will be evaluated, but individuals’ past employment experience will not be evaluated. Note the RFP requirement for letters of commitment from all key subcontractor firms.

17. Questions about the NAICS code.

a. Why are firms that are qualified as small businesses as defined by NAICS 221119, required to demonstrate the same financial/bonding capabilities as large businesses?

ANS: The minimum bonding capability requirements were based on the anticipated average construction value of a 4 MW energy plant which as explained in Section H, would be set-aside for small business (4 MW or less).

b. Why was NAISC code 221119 selected when there are other NAICS codes are more specific to the different renewable and alternative energy technologies?

ANS: In consultation with the Small Business Administration, the NAICS code 221119, Other Electric Power Generation, was selected as the best fit for this acquisition among the NAICS code list established in 2007. In the 2012 Revision of NAICS by the Office of Management and Budget (OMB), NAICS 221119 was replaced by individual NAICS codes for solar, wind, geothermal and biomass electric power generation. However, OMB has directed the rollback of the 2012 NAICS codes and re-instated the 2007 NAICS code list pending completion of SBA reassessment of the proposed size standards for the new codes.

In applying NAICS code 22119 to determine if a company qualifies as a small business, a company must be primarily engaged in Other Electric Power Generation. In keeping with previous SBA determinations, companies that are not primarily engaged under this classification will not typically be qualified as small businesses for the purpose of this solicitation. The SBA Table of Size Standards, can be accessed at:

<http://www.sbaonline.sba.gov/contractingopportunities/officials/size/table/index.html>.

c. Is this solicitation going to be limited to prime contractors with a NAICS Code of 221119 (the Sources Sought went out under three different NAICS Codes)?

ANS: Yes. The Government has determined 221119, Other Electric Power Generation, is the best fit for the acquisition. NAICS codes 237130 and 236210 were utilized during market research to aid in the research and increase visibility of the Sources Sought announcement. This purpose was indicated in each of the sources sought announcements.

18. Will a MATOC holder be automatically off-ramped for not proposing on a task order during the 3 –year base period?

ANS: There will not be an automatic off-ramp. Off-ramping will be a deliberate decision by the Contracting Officer in consideration of performance. More detailed provisions regarding off ramps are under consideration.

19. What is the consequence of off-ramping on previously awarded task orders?

ANS: An off-ramp action would not affect the contractual agreement under an ongoing task order. Each task order is treated much like a separate contract once awarded.

20. Suggest relaxing the definition of proven technologies because of lots of recent innovation.

ANS: Note paragraph C.34.b gives the Contracting Officer has discretion to accept use of technology that has been fielded for less than five years. The Government will consider new technology as the 'leading edge' advances throughout the course of this procurement. This decision will be risk based and will also likely be influenced by the offeror's ability to obtain financing for the technology in question.

21. Will experience with microgrids and/or cyber security be credited as part of the best value selection process?

ANS: Section H(3) of the Request for Proposals discusses typical evaluation criteria for task order awards. Energy Security will be considered in task order competitions in accordance with the policy expressed in Sec. 2822 of the National Defense Authorization Act for 2012 (Pub. Law 112-81, Dec. 31, 2011). Consideration of energy security could lead to favorable consideration of microgrids and/or cyber security.

22. Can contractors sell excess energy produced?

ANS: Yes. The Army may consider proposals for larger projects that generate excess energy under specific task orders if they fit within the original project concept and generate better pricing for the Government. Reference paragraph H.3.h. of the draft RFP.

23. Wind projects require about 12 months worth of wind resource information. How does the contractor obtain load profiles?

ANS: It is the Government's intent to provide resource characterization and/or other similar relevant data in the task order RFP.

24. How will pre-proposal conference details be provided?

ANS: A pre-proposal conference is planned but date and location are not yet decided. Details will be published with the final RFP on the Government business opportunities website: www.fbo.gov.

25. How is Energy Security defined?

ANS: Energy Security is defined as having assured access to reliable supplies of energy and the ability to protect and deliver sufficient energy to meet mission essential requirements.” See 10 U.S.C. § 2924(3)(A).

26. Are multiple teaming arrangements allowed?

ANS: Yes. A Contractor Team Arrangement is defined in FAR 9.601 as “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 mother other companies to have them act as its subcontractors under a specified Government contract or acquisition program.”

The Government does not intend to include any exclusivity provisions, so primes and subcontractors are free to enter into arrangements with multiple teams, so long as the practice does not reflect and attempt to control the market or fix prices.

27. Does capacity go to construction cost or price of power purchased?

ANS: Capacity is based upon total cost of power contracted for purchase.

28. Will there be opportunity to adjust price based on changes to laws after award?

ANS: FAR 52.229-4 has been added to the RFP and reads as follows:

FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS (APR 2003)

(a) As used in this clause—

“After-imposed tax” means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

“After-relieved tax” means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

“Excepted tax” means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. “Excepted tax” does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor’s possession of, interest in, or use of property, title to which is in the Government.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys’ fees.

(h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when—

(1) The Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price; and

(2) A reasonable basis exists to sustain the exemption.

29. Why include a “most favored customer” provision and does that include selling excess power via the grid?

ANS: The most favored customer provision is intended to prevent the contractor from selling energy at a lower price to “any other customer with a contract containing substantially similar terms and conditions” without also lowering the task order PPA unit price to match. This provision is intended to prevent the Federal installation which hosts the power production facility from bearing more than its share of cost and thereby subsidizing the cost of renewable energy paid by other customers. This provision would come into play, for example, if a contractor with a Power Purchase Agreement at an Army post entered into a subsequent Power Purchase Agreement with an adjacent Air Force base or adjacent college campus at a lower unit price. Task orders will indicate whether contractors will be allowed to sell excess power via the grid.

30. Will any costs be reimbursable?

ANS: Offerors should expect to provide or finance the total cost for development, construction, operation, and maintenance of the renewable energy production facility and to carry that cost throughout the term of the PPA. No costs will be reimbursable, however, the contract includes Firm Fixed Price CLINs that may be used on a case-by-case basis for ancillary or incidental costs.

31. Can you provide a list of anticipated locations? Can you provide an anticipated breakdown by renewable energy source -- what percentage will be solar, wind, geothermal, or bio-mass?

ANS: No. The Government continues to develop information needed to solicit task orders for specific locations. This information will be shared with offerors through the task order process as it becomes available. Additional information may be available through review of publically available NEPA documentation as various sites are selected and considered for task order solicitation.

32. Can the contract be used to purchase power via the electric grid from an existing renewable energy plant located outside the installation?

ANS: That is the not the purpose of this contract.

33. Will hydropower be considered as a renewable energy category under this contract?

ANS: Hydroelectric dams are covered by a separate NAICS code and will not be included as part of this planned contract. However low head/ low flow water turbines and ocean energy technologies are included under the NAICS 221119 that was selected for this planned contract and are considered alternative energy sources provided dam construction is not necessary.

Requirements specific to these technologies are considered to be too few to warrant separate categories for MATOC selection purposes.

34. Will waste heat recovery be considered as a renewable energy category?

ANS: This is an energy efficiency technique and does not meet the current definition of a renewable energy source (EPACT 2005). Waste heat recovery may be employed as part of renewable energy project under the planned contract; e.g., as part of a biomass project, or as a hybrid, e.g., solar plus waste heat recovery at an existing central heat plant.

35. Will solar ponds and other solar thermal be considered?

ANS: These are now included as part of Solar. But in all cases, the respondent must show evidence of financeable projects.

36. Small Business Contracting Plan/Mentor-Protégé/Joint Venture

a. Small Business Subcontracting Plan. Section L describes the Small Business Participation Plan that must be submitted with proposals and limited to 10 pages. Section M describes a Small Business Subcontracting Plan that must be submitted to be incorporated into an eventual contract award. It is our assumption that the Small Business Subcontracting Plan need not be submitted with the proposal (since it is not part of the evaluation criteria) but would be required of successful offerors after they are notified of their selection and prior to executing a contract.

ANS: Correct. Small business participation plans are required and will be evaluated as part of the MATOC selection. Small Business Subcontracting Plan is required prior to MATOC award. Large business firms will be notified of the requirement to submit small business subcontracting plans prior to award.

b. Are small businesses required to submit a Small Business Participation Plan?

ANS: Small Business Participation Plans are required from all firms. This is separate from the requirement for Small Business Subcontracting Plans which are required from large business firms only prior to award. Small business offerors should count their own participation in the small business participation plan.

c. Is the intent to have 50% of the total subcontract dollars or 50% of the total contract value allocated for small business participation?

ANS: The goal is 50% of subcontracted dollars.

d. What percentage of the total EPC delivered price must a Small Business Prime respondent execute?

ANS: 51% of the work must be accomplished by the Small Business Prime in a designated small business set-aside project. If a large business is the prime contractor, it must comply with small business goals.

37. Will there be a limit on the number of awards under the IDIQ?

ANS: The Government does not anticipate establishing a target or maximum number of awards.

38. Please further explain the statement "...the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects." Does this statement bind the Offeror to the terms of the solicitation?

ANS: Yes. The Government is not obligated to hold such discussions; therefore, the offeror's initial written proposal should clearly convey all relevant and required information.

39. What comprises the \$7 Billion in anticipated contracts awarded – the value of the construction or the value of the energy generated?

ANS: Total value of the energy the Government anticipated to be purchased under all PPA task orders awarded under this MATOC.

40. At what stage in the process is the commitment letter from key subcontractors required?

ANS: Commitment letters must be included with the Offeror's proposal in response to the MATOC solicitation.

41. Will the IDIQ be used for CONUS U.S. Army or other Federal agency installations?

ANS: This contract is intended for CONUS, Alaska, Hawaii and U.S. Territories. The contract will be used for projects on land under the jurisdiction of the DOD or on private land.

42. Task Order Process

a. What do you anticipate will be the timing of the Task Orders?

ANS: The timing of the Task Orders for individual projects will be paced by the identification of sites and EITF project packaging. Task Orders will be released when the required preliminary

screening and validation of each opportunity has been completed and a decision has been made to proceed at an individual installation.

b. Can bidders compete for and win multiple Task Orders?

ANS: Yes. Bidders may compete for multiple task orders. There is no limit to the number of Task Orders that a bidder can win. As part of the task order process, the Government may require companies to demonstrate their capacity, through qualification statements, past performance, teaming arrangements, etc., to successfully complete multiple simultaneous, geographically separated projects.

c. How long will bidders have to prepare their responses to the Task Order RFPs?

ANS: Bidders will have a minimum of 30 days. This timing may vary by Task Order.

d. What information will be made available on the site conditions associated with each Task Order opportunity?

ANS: Army will provide all known relevant, non-confidential, site-specific information on each opportunity in the Task Order RFP as well as initial system and interconnection specifications that the developer may use or modify. Additional information related to environmental and regulatory permitting may also be available. In addition, there may be a pre-proposal conference held for each opportunity. This will include a site visit, where bidders will be able to raise any site-specific questions they may have.

e. Will there be contract minimums/maximums?

ANS: There is a \$500 minimum guarantee for each base contract award. The maximum contract amount for the multiple award ID/IQ contracts (sum of all Task Orders awarded) is \$7 Billion.

f. Will administrative actions be handled through USACE or delegated to the installation contracting office?

ANS: All contracting actions will be handled through The U.S. Army Engineering and Support Center, Huntsville, Alabama.

43. Can the USACE identify the appropriate model or better define “business case analysis”?

ANS: The Government will use DoD-compliant approaches for business case analysis and life cycle cost analysis. A model can be found at <https://acc.dau.mil/bca>.

44. What remedies are available to the developers to mitigate adverse effects to the project by the discovery of UXOs?

ANS: It is Army's intent to complete the NEPA process prior to issuing task orders. The NEPA process typically addresses issues like UXOs. However, in the event that there is an unknown condition, the RFP includes FAR (52.236-2) that provide remedies available to the contractor for differing site conditions. If there is an indication that a site might be contaminated with UXO, the government will address that in the task order.

45. Why should the Government have the right to stop work (52.242-15) or delay (52.242-17) when it is not a party to renewable energy construction contracts?

ANS: The Army's Contracting Officer and Contracting Officer's Representative have no intention of interfering with or delaying construction work. However, the Army may find it necessary and therefore retains and reserves the right to exercise its rights under the FAR. Both of these clauses provide the contractor the right to seek equitable adjustment.