**U.s. Energy Department**

**Federal Energy Management Program**

**ESPC ENABLE Draft Task Order**

February 2014, version 4.0

***PLEASE READ THIS GUIDE BEFORE USING THE DRAFT TASK ORDER***

**ESPC ENABLE Draft Task Order**

**Introduction** - This document provides a draft, or template, for you to use when forming your ESPC ENABLE contract and making a Task Order (TO) award. This draft TO provides the framework for a contract that agencies and ESCOs can tailor to the particular needs of each site/project. The TO will need to include information from many of the other tools and templates FEMP has put together for use in ESPC ENABLE projects including , but not limited to, the **Investment Grade Audit (IGA) tool**, **06 Scope of Work (SOW)**, **08** **Measurement & Verification (M&V) Plan**, and **09 Guidelines and Checklist for Commissioning and Government Acceptance**.

**Instructions –** The ESPC ENABLE Project Manager and Contracting Officer (CO) are responsible for developing the TO format and requirements, unless another arrangement has been made in your agency. The Draft TO begins on page 2 of this document. Please remove this guide from the final version of your TO and renumber accordingly.

This template ***cannot be used without editing***. In the template, you will find two types of text. [Sample text will appear in black font.] Please review the [sample text] to ensure that it meets your agency specific requirements and project goals when using the sample text in your TO. [Text that requires you to insert agency- or project-specific information, or requires you to edit for your purposes, will appear in red font.] You should be sure to reformat this document to fit your particular agency’s formatting requirements for procurement documents

**ESPC ENABLE DRAFT TO SCHEDULE - NON BINDING**

|  |
| --- |
| **[Site/Location or Project Name)****TASK ORDER** |
| 2. DELIVERY ORDER NO. | 3. PROCUREMENT REQUEST NO. |
| 4(B). DELIVERY ORDER EFFECTIVE DATESee Block 13C | 4(C). DELIVERY ORDER COMPLETION DATE |
| 5(A). AWARD AUTHORITY *(Pursuant to FAR 16.505, 41 USC 253)*  [**X**] Sole Source – Contractor-Identified Project | 5(B). REQUISITION NUMBER |
| 5(C). TYPE OF ORDER [X] Firm Fixed Price |
| 6. ISSUING OFFICE   | 7. ADMINISTRATIVE OFFICE *(if different from block No. 6):* |
| 8. CONTRACTOR *(Name, address and ZIP Code)* | 9(A). CONTRACTING OFFICER |
|  | 9(B). COR |
| 10(A). ACCOUNTING AND APPROPRIATION DATA |
| 10(B). FUNDING THIS ACTION | 10(C). DELIVERY ORDER VALUE (from Schedule DO-1 Final, Column (c) Total Annual Contractor Payments) |
| 11. DESCRIPTION OF SERVICES:Energy conservation services for [enter site/facilities included in TO] |
| 12(A). NAME & TITLE OF SIGNER (*Typed*) | 13(A). CONTRACTING OFFICER NAME (*Typed*) |
| 12(B). Signature | 12(C). DATE | 13(B). Signature | 13(C). DATE |

**DRAFT DOCUMENT ONLY, NON BINDING**

**INTRODUCTION**

This Task Order (TO) is intended to promote the use of energy efficient technologies, acquire energy and water conservation services, reduce energy and water consumption and/or associated utility costs. The contractor shall be responsible for providing all labor, material, and capital to install energy and water conservation projects. The cost of an ESPC ENABLE TO project (hereafter referred to as TO project) must be covered by the energy, water, and related cost savings incurred at the Federal facility. The TO project cost savings must be verified and documented annually.

**DEFINITIONS**

Federal Agency Customer – buyer of services responsible for acceptance determination and payment based on resulting contract and agreed upon project plan.

Contractor – organization to perform work for a fee and responsible for project plan; energy conservation measure equipment procurement; installation; adjusting current systems; implementation of other energy conservation measures; commissioning and performing acceptance test.

Investment Grade Audit (IGA) – validation by contractor of the survey/evaluation information performed utilizing the FEMP-provided survey tools.

Final Proposal – The final proposal is a contractor’s written binding offer that is submitted in response to an agency Notice of intent to Award and Scope of Work that includes a project overview, technical and price components and the text of any financing agreement.

Commissioning – calibration and performance of installed equipment in accordance with manufacturer’s recommendations, operation and maintenance requirements and final proposal.

Acceptance – Owners agreement that the project is completed in accordance with task order.

 **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**SCHEDULE OF ITEMS**

**PART I—THE SCHEDULE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ITEM NO.** | **SUPPLIES/SERVICES** | **UNITS** | **UNIT****PRICE** | **AMOUNT** |
|  |  |  |  |  |
|  |  |  | $ | $ |
|  | ***TO BE COMPLETED UPON RECEIPT AND ACCEPTANCE OF IGA*** |  | $ | $ |
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|  | **TOTAL ALL ITEMS** |  |  | $ |

**SECTION C - DESCRIPTION/SPECIFICATIONS/SCOPE OF WORK**

**SECTION C - DESCRIPTION/SPECIFICATIONS/SCOPE OF WORK**

**C.1 Energy Conservations Measures (ECMs)**

The scope of this ESPC ENABLE Task Order includes lighting efficiency and controls improvements, water conservation, simple the heating, ventilating, and air-conditioning (HVAC) controls, HVAC equipment, and solar photovoltaic (PV) ECMs.

**C.2 Restrictions on ECMs**

ECMs installed by the contractor shall not do the following:

1. Jeopardize the operation or environmental conditions of existing systems.

2. Increase water consumption.

3. Result in an adverse effect upon the quality of the human environment or violate any Federal, State, or local environmental protection regulations.

4. Degrade performance or reliability of existing Government equipment.

5. Reduce extra capacity that was intentionally included for future growth, mobilization needs, safety, or emergency back‑up.

(Specify any additional site- or agency-specific restrictions on ECMs for the proposed project.)

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

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

(Specify additional agency- or site-specific facility performance requirements for ECMs in this section.)

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

The contractor shall reference the FEMP ESPC ENABLE **08\_Measurement and Verification (M&V) Plan Template**. The FEMP ESPC ENABLE **08\_Measurement and Verification (M&V) Plan Template** provides prescribed methods quantifying energy, water, and cost savings associated with ECMs implemented in ESPC ENABLE projects.

M&V Activities - the following required M&V activities shall be performed:

1. The contractor shall define pre-installation baseline
2. The contractor shall define post-installation conditions
3. The contractor and/or the agency shall conduct an annual inspection of the installed energy conservation measures

M&V Submittals

1. The contractor shall prepare and submit a post-installation M&V report to the agency
2. The contractor shall prepare and submit an annual M&V report to the agency

**C.5 Installation Requirements for ECMs**

5.1 Design and Installation Package - Consideration may be given to:

* Manufacturer's Data
* Design and Installation Specifications
* Installation Drawings - Planned Service Interruptions Site Plan
* Compliance with Federal Site Exterior Architectural Plan
* Acquisition of Permits Installation
* Warranty Information
* Design review requirement will be specified in the Task Order.

(Specify any Agency/site specific Design and Installation package requirements here.)

5.2 Design and Construction Standards - No requirement of this Task Order shall supersede applicable regulations, local codes and/or standards. Any violation of such regulations and standards shall be brought to the attention of the agency Contracting Officer (CO) for clarification or direction prior to proceeding with the work.

*The agency may want to consider including the following:*

American National Standards Institute (ANSI)

• Code of Federal Regulations (CFR) - 29 CFR 1910, Occupational Safety and Health Standards

- 10 CFR 435, Energy Conservation Voluntary Performance Standards for Commercial and Multi-Family High Rise Residential Buildings

- 29 CFR 1926, Safety and Health Regulations for Construction

• National Electric Code (NEC)

• National Electrical Safety Code (NESC)

• National Fire Protection Association (NFPA) Standards including, but not limited to, NFPA 101 - Life Safety Code

• National Electrical Manufacturers Association (NEMA)

• Underwriters Laboratory (UL)

• Uniform Building Code (UBC)

• Uniform Plumbing Code (UPC)

American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) - ASHRAE 62

- ASHRAE 90.1

• Army Corps of Engineers Safety Manual

• National Historic Preservation Act, as applicable

• Illuminating Engineering Society of North America (IESNA)

• American Institute of Architects (AIA) Masterspec

• Air-Conditioning and Refrigeration Institute (ARI)

• Occupational Safety and Health Administration (OSHA) regulations

• Other design standards required by the ordering agency

(Please include any additional design and/or construction standards in this section.)

5.3 ECM Inspection and Commissioning - The contractor shall be responsible for quality control during installation of ECMs. The contractor shall inspect and test all work performed during ECM installation to ensure compliance with the TO's performance requirements. The contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for any non-Federal organization, such as a utility or other regulatory agency. The contractor shall assure the agency, through the ECM Commissioning, that the ECMs performance achieves facility and/or process performance requirements as set out in the TO. Commissioning standards and procedures are established in the FEMP ESPC ENABLE **09\_Guidelines and Checklist for Commissioning and Government Acceptance**.

(Please include any additional ECM inspection and commissioning requirements in this section.)

5.4 Environmental Protection - Any ECM and related work shall comply with the National Environmental Policy Act (NEPA) and other applicable Federal, State, and local environmental protection regulations. The TO will identify specific known hazardous waste handling and storage requirements (e.g., Polychlorinated Biphenyl (PCB) ballasts removed from lighting fixture retrofits).

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

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

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

(Please insert any additional or site-specific environmental concerns in this section.)

5.5 Service Interruptions - For any planned utility service interruptions, the contractor shall furnish a request to the agency CO's designated representative for approval as specified in the TO. The request shall identify the affected buildings, utility service, and duration of planned outage. The agency will coordinate with affected tenants and customers as applicable.

(Please insert any additional requirements related to service interruptions in this section.)

**C.6 Operation, Repair, and Maintenance of ECMs**

Operations, Repair, and Maintenance of the ECMs are the responsibility of the government. The contractor shall assist the government in warranty administration during the warranty period.

(Please insert any additional information related to operation, repair, and maintenance of ECMs in this section.)

**C.7 Training**

The contractor shall provide a training program for agency personnel and/or agency contractors for each ECM in a project. The program shall include instruction on operation, troubleshooting, maintenance, and repair of ECMs.

(Please insert any additional information related to training in this section.)

**C.8 Government Projects**

(Specify any known Government projects (if any) which may affect installation or operation of ECMs.)

**C.9 Energy Efficiency, Water, and Solar PV Project Financial and Tax Incentives**

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

(Please insert any additional information related to financial and tax incentives in this section.)

**C.10 Availability of Utilities**

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

(Please insert any additional information related to the availability of utilities in this section.)

**C.11 Government Furnished Property and Contractor Furnished Material**

The contractor shall provide all materials and supplies necessary to perform the work as specified in the TO. Materials and supplies provided shall be of the grade and quality as specified in the TO and be in compliance with any applicable standards. All such materials and supplies must be compatible, and operate safely within design parameters of existing systems equipment and be of current manufacture (not discontinued or obsolete).

(Please insert any additional information related to government furnished property in this section.)

**C.12 Contractor Employees**

12.1 - Upon issuance of a TO, the contractor shall provide the agency with the name(s) of the responsible supervisory person(s) authorized to act for the contractor.

12.2 - The contractor shall furnish sufficient personnel to perform all work specified within the TO.

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

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

(Please insert any additional information related to contractor employees in this section.)

**C.13 Fire Prevention**

The contractor shall ensure that its employees know how to activate agency site fire alarms. The contractor shall observe all site requirements for handling and storing combustible supplies, materials, waste and trash. The contractor shall obtain all required permits prior to performing any hot work (e.g., welding, cutting torch), if applicable.

(Please insert any additional information related to fire prevention in this section.)

**C.14 Salvage**

All Government material and equipment removed or disconnected during the implementation period of a TO issued shall remain the property of the agency and shall be included in the proposal for each ECM. All equipment to be stored shall be listed in the TO. Any material and equipment not to be stored, and all debris resulting from work under a TO, shall be removed from the site by the contractor at its expense, unless otherwise specified in the TO.

(Please insert any additional information related to salvage in this section.)

**C.15 Hazardous Materials**

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

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

1. Remove and dispose of the material; or
2. Negotiate with the contractor for either (1) a TO modification for removing and disposing of the material at its expense, or (2) a separate award for the effort. The contractor shall be required to remove and dispose of the hazardous material in the manner agreed upon by the parties; or
3. Make any equitable adjustment necessary due to the change to or elimination of the ECM involved.

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

Hazardous Material Handling and Disposal - Hazardous wastes resulting from contractor-owned material and equipment must be disposed of in accordance with the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq.) and all applicable Federal, State and local regulations. The TO may provide additional site-specific requirements, if applicable

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

Nonhazardous debris, rubbish, and unusable material resulting from the work shall be removed from agency property and properly disposed or recycled by the contractor. TOs will specify the requirements if different than the above.

(Please insert any additional information related to hazardous materials in this section.)

**C.16 Safety Requirements**

All work shall be conducted in a safe manner and shall comply with the requirements in FAR 52.236-13 or the agency’s safety program requirements.

(Please insert any additional information related to safety requirements in this section.)

**C.17 Security Requirements**

Passes and Badges -All contractor employees shall obtain employee and vehicle badges and passes, as required by the agency, for the specific TO project site prior to the start of on-site work. The agency will issue badges it requires, without charge, and the badges must be worn, clearly visible, by the employees at all times while on site. When an employee leaves the contractor's service, or when access is no longer required, the employee's pass and badge shall be returned in accordance with agency requirements. TOs will specify the security requirements, if different than the above.

(Please insert any additional information related to security requirements in this section.)

**C. 18 Work Schedule Requirements**

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

Each TO will include specific inspection criteria pertinent to the TO project.

(Please insert any additional information related to work schedules in this section.)

**C.19 30-Day Acceptance Test Period**

The Government will require a 30-day acceptance test period prior to project acceptance.

(Please insert any additional information related to project acceptance in this section.)

**C.20 Deliverables and Submittals**

Unless otherwise specified, all deliverables will be distributed to the agency and DOE electronically and accompanied by a transmittal cover letter identifying the project and a description of the deliverable. The minimum deliverables to be submitted to the agency are as follows:

To the CO and COTR:

1. Signed TO with all attachments

2. TO modifications with all attachments

3. Investment Grade Audit/ Final Proposal

5. Post-installation M&V and Commissioning Report

7. Annual M&V Reports

(Please insert any additional information related to Deliverables and Submittals in this section.)

**SECTION D - PACKAGING AND MARKING**

(Insert any agency/site specific requirements if applicable.)

**SECTION E - INSPECTION AND ACCEPTANCE**

The contractor shall comply with the current version of the **FEMP ESPC ENABLE 10\_Commissioning Plan**, and **11\_Project Acceptance Guidance and Checklist**.

**FAR 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): [www.arnet.gov/far/](http://www.arnet.gov/far/)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services--Fixed-Price (AUG 1996)

452.246-70 Inspection and Acceptance (FEB 1988)

**CONTRACTOR QUALITY CONTROL SYSTEM**

The Contractor shall identify the quality control inspection system it will use to ensure that contract specifications will be achieved. At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contractor shall produce written inspection records in a format and at times and places satisfactory to the Contracting Officer. Inspection records shall be made available upon request of the Contracting Officer and be maintained until the date of contract closure. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

(Insert any agency/site specific requirements if applicable.)

**SECTION F – DELIVERIES OR PERFORMANCE**

**FAR 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): [www.arnet.gov/far/](http://www.arnet.gov/far/)

 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

* + 1. Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (AUG 1989)

**AGAR 452.211-74 Period of Performance (FEB 1988)**

The period of performance of this contract is from \_\_\_\_\_\_ through \_\_\_\_\_\_.

**[Note: the period of performance cannot, by law, exceed 25 years including construction)**

[Enter any specific requirements related to the Task Order or Performance under the contract]

**SECTION G - TASK ORDER ADMINISTRATION**

**G.1 PAYMENT TO THE GOVERNMENT FOR GUARANTEED ANNUAL SAVINGS SHORTFALL**

G.1.1 - If the contractor fails to meet the guaranteed annual savings at TO-1 (final) column (e) and as verified by the M&V documents, the agency shall adjust the payment schedule, as necessary, to recover the agency’s overpayments in the previous year and to reflect the lower performance level into the current year.

G.1.2 - When the ECM performance level is restored, the agency will adjust the contractor payment schedule accordingly

(Insert any agency/site specific requirements if applicable.)

**SECTION H--SPECIAL CONTRACT REQUIREMENTS**

**H-1** **REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT**

Register of Wage Determination No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is made a part of this solicitation and any resultant contract.Classification for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is determined to be applicable to labor furnished under this contract.

(Insert any agency/site specific requirements if applicable.)

**SECTION I--CONTRACT CLAUSES**

**FAR 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):

[www.arnet.gov/far/](http://www.arnet.gov/far/)

[Enter link to applicable agency procurement guidelines]

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)

52.209-6 Protecting the Government's Interest when Subcontracting

with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)

52.215-2 Audit and Records -- Negotiation (OCT 2010)

52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)

52.219-16 Liquidated Damages --Subcontracting Plan (JAN 1999) *(Applicable if > $550,000)*

52.222-3 Convict Labor (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

52.222-26 Equal Opportunity (MAR 2007)

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 Veterans (SEP 2010)

52.222-41 Service Contract Act of 1965 (NOV 2007)

52.222-44 Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009)

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)

52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)

52.223-6 Drug-Free Workplace (MAY 2001)

52.223-14 Toxic Chemical Release Reporting (AUG 2003)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran—Cert (SEP 2010)

52.227-1 Authorization and Consent (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.228-5   Insurance—Work on a Government Installation (JAN 1997)

52.229-3 Federal, State, and Local Taxes (APR 2003)

52.232-1 Payments (APR 84)

52.232-8 Discounts for Prompt Payment (FEB 2002)

52.232-9 Limitation on Withholding of Payments (APR 1984)

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)

52.232-25 Prompt Payment (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)

52.233-1 Disputes (JULY 2002)

52.233-3 Protest After Award (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.236-3   Site Investigation and Conditions Affecting the Work (APR 1984)

52.236-6 Superintendence by the Contractor (APR 1984)

52.236-10 Operations and Storage Areas (APR 1984)

52.236-12 Cleaning Up (APR 1984)

52.236-13 Accident Prevention (NOV 1991)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.242-13 Bankruptcy (JUL 1995)

52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)

52.244-6 Subcontracts for Commercial Items (DEC 2010)

52.245-1 Government Property (AUG 2010)

 Alternate I (AUG 2010)

 Alternate II (JUN 2007)

52.245-2 Government Property Installation Operation Services (AUG 2010)

52.246-25 Limitation of Liability—Services (FEB 1997)

52.248-1 Value Engineering (OCT 2010)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)

52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

52.249-10 Default (Fixed-Price Construction) (APR 1984)

52.253-1 Computer Generated Forms (JAN 1991)

(Review and insert any agency/site specific requirements if applicable.)

**SECTION J – LIST OF ATTACHMENTS**

**List of Attachments:**

1. **Schedule TO-1**
2. **Schedule TO-2**
3. **Schedule TO-3**
4. **Schedule TO-4**
5. **Schedule TO-5**
6. **09 Guidelines and Checklist for Commissioning and Government Acceptance**
7. **08 ESPC ENABLE M&V Plan**

**Additional Attachments to be identified after receipt of the IGA**

**Attachment 1 – Schedule TO-1**

|  |
| --- |
| **SCHEDULE TO-1**  |
| **GUARANTEED COST SAVINGS AND CONTRACTOR PAYMENTS** |
|

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| --- |
| **IMPORTANT INFORMATION** |
| 1. Please note any clarifications in the comments/explanations area below.
2. The first year post-acceptance performance period estimated annual cost savings reflect technical proposal and engineering estimates as presented in

 TO-4.1. The guaranteed annual cost savings are based on the site-specific M&V plan.
2. The total of contractor payments (columns c and f) represents the TO price and should be supported by information submitted in and provided with

 Schedules TO-2 and TO-3.1. If applicable, prior to post-acceptance performance period, implementation period allowable payments and energy savings are one-time amounts only.
2. If applicable, provide a separate table showing proposed energy rates (i.e., $/kWh, $kW, $/MBtu) for each post-acceptance performance period year,

 derived using the National Institute of Standards and Technology Handbook 135 and Annual Supplement. Also, submit escalation rates applied to  energy-related O&M savings (including water and sewer):\_\_\_\_% per year.1. [Reserved]
2. [Reserved]
3. [Reserved]

(10) If selected, the contractor shall complete the installation of all proposed ECMs not later than \_\_\_\_\_\_ months after TO award. |

 |
| Task Order No.: | Contractor Name: | Project Site: |
|  | **(a)Estimated Cost Savings ($)** | **(b)****Guaranteed Cost Savings ($)** | **(c)Contractor Payment ($)** |
| Implementation Period |  |  |  |  |
| **Post-Acceptance****Performance Period Year** | **(d)Estimated Annual Cost Savings ($)** | **(e)Guaranteed Annual Cost Savings ($)** | **(f)Annual Contractor Payments ($)** |
| One |  |  |  |
| Two |  |  |  |
| Three |  |  |  |
| Four |  |  |  |
| Five |  |  |  |
| Six |  |  |  |
| Seven |  |  |  |
| Eight |  |  |  |
| Nine |  |  |  |
| Ten |  |  |  |
| Eleven |  |  |  |
| Twelve |  |  |  |
| Fourteen |  |  |  |
| Fifteen |  |  |  |
| Sixteen |  |  |  |
| Seventeen |  |  |  |
| Eighteen |  |  |  |
| Nineteen |  |  |  |
| Twenty |  |  |  |
| Twenty-one |  |  |  |
| Twenty-two |  |  |  |
| Twenty-three |  |  |  |
| Twenty-four |  |  |  |
| Totals |  |  |  |

Explanations/Comments:

**Attachment 2 – Schedule TO-2**

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| **SCHEDULE TO-2****IMPLEMENTATION PRICE BY ENERGY CONSERVATION MEASURE** |
| **IMPORTANT INFORMATION:** 1) Please note any clarifications in the comments/explanations area below.2) Implementation expense shall include only direct costs for each ECM and no post-acceptance performance period expenses. Indirect expenses and profit will be applied to the sum of direct expenses for each ECM to calculate total implementation price (d) for the project. 3) Contractor shall attach adequate supporting information detailing total implementation expenses.4) Contractor shall propose bonded amount representing the basis of establishing performance and payment bonds as required.5) Attached supporting information shall be presented to identify portions of ECM or project expenses included in proposed bonded amount.6) Proposed bonded amount is assumed to include indirect expenses and profit applied to implementation expenses above, unless otherwise specified by contractor.7) For the following ECMs, enter the *total installed capacity of new equipment* in the units specified (e.g., chillers-150); chillers and packaged units in tons, VFDs in hp, boilers and furnaces in input Btu/hr, BAS/EMCS in number of points, transformers in kVA, generators in kW. For lighting ECMs, specify baseline kW treated. |
| Project Site:  | Task Order No.: | Contractor Name: |
| ECM Description — Title | ECM Size |  | Implementation Expense | (c) Profit $ | (d)  |
| (a) Direct | (b) Indirect | Implementation Price:Totals (a)+(b)+(c) = (d) |
|  |  | $ | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
|  |  |  | $ |  |  |  |
| TOTALS |  |  |  |  |  |  |
| Bonded Amount ($) |  |  |  |  |  |  |

Explanations/Comments:

**Attachment 3 – Schedule TO-3**

|  |
| --- |
| **SCHEDULE TO-3 — POST-ACCEPTANCE PERFORMANCE PERIOD CASH FLOW** |
| **Project Site:** | **Task Order No:** | **Contractor Name:** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Capitalization** |  | Applicable Financial Index: | Issue Date: |
| Total Implementation Price (from TO-2 Total) |  | Term (Years): | Source: |
| Plus Financing Procurement Price ($) |  | Index Rate: | Effective Through: |
| Less Implementation Period Payments (from TO-1 (final) (c))*(If proposed, must be fully documented)* |  | Added Premium (adjusted for tax incentives): |  |
| Total Amount Financed (Principal) |  | Project Interest Rate: |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Term | 1 | 2 | 3 | 4 | 5 | 6 |
| Annual Cash Flow (Post-Acceptance Performance Period) |  |  |  |  |  |  |
| Debt Service |  |  |  |  |  |  |
| Principal Repayment ($)  |  |  |  |  |  |  |
| Less incentives (i.e., REC, White Tag, etc.)  |  |  |  |  |  |  |
| Net principal repayment before interest |  |  |  |  |  |  |
| Interest ($) |  |  |  |  |  |  |
| Total Debt Service (a) |  |  |  |  |  |  |
| **Post-Acceptance Performance Period Expenses** |  |  |  |  |  |  |
| Management/Administration |  |  |  |  |  |  |
| Measurement and Verification |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Other – Describe and Explain |  |  |  |  |  |  |
| Other – Describe and Explain |  |  |  |  |  |  |
|  SUBTOTAL Before Application of Indirect Rates |  |  |  |  |  |  |
| Indirect Cost Rate (%) |  |  |  |  |  |  |
| Indirect Cost Applied ($) |  |  |  |  |  |  |
|  SUBTOTAL Post-Acceptance Performance Period Exp |  |  |  |  |  |  |
| Post-Acceptance Performance Period Profit (%) |  |  |  |  |  |  |
| Post-Acceptance Performance Period Profit ($) |  |  |  |  |  |  |
| Total Post-Acceptance Performance Period Expenses (b) |  |  |  |  |  |  |
| TOTAL - ANNUAL CONTRACTOR PAYMENTS (a)+(b) |  |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Term | 7 | 8 | 9 | 10 | 11 | 12 |
| Annual Cash Flow (Post-Acceptance Performance Period) |  |  |  |  |  |  |
| Debt Service |  |  |  |  |  |  |
| Principal Repayment ($)  |  |  |  |  |  |  |
| Less incentives (i.e., REC, White Tag, etc.)  |  |  |  |  |  |  |
| Net principal repayment before interest |  |  |  |  |  |  |
| Interest ($) |  |  |  |  |  |  |
| Total Debt Service (a) |  |  |  |  |  |  |
| **Post-Acceptance Performance Period Expenses** |  |  |  |  |  |  |
| Management/Administration |  |  |  |  |  |  |
| Measurement and Verification |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Other – Describe and Explain |  |  |  |  |  |  |
| Other – Describe and Explain |  |  |  |  |  |  |
|  SUBTOTAL Before Application of Indirect Rates |  |  |  |  |  |  |
| Indirect Cost Rate (%) |  |  |  |  |  |  |
| Indirect Cost Applied ($) |  |  |  |  |  |  |
|  SUBTOTAL Post-Acceptance Performance Period Exp |  |  |  |  |  |  |
| Post-Acceptance Performance Period Profit (%) |  |  |  |  |  |  |
| Post-Acceptance Performance Period Profit ($) |  |  |  |  |  |  |
| Total Post-Acceptance Performance Period Expenses (b) |  |  |  |  |  |  |
| TOTAL - ANNUAL CONTRACTOR PAYMENTS (a)+(b) |  |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Term | 13 | 14 | 15 | 16 | 17 | 18 |
| Annual Cash Flow (Post-Acceptance Performance Period) |  |  |  |  |  |  |
| Debt Service |  |  |  |  |  |  |
| Principal Repayment ($)  |  |  |  |  |  |  |
| Less incentives (i.e., REC, White Tag, etc.)  |  |  |  |  |  |  |
| Net principal repayment before interest |  |  |  |  |  |  |
| Interest ($) |  |  |  |  |  |  |
| Total Debt Service (a) |  |  |  |  |  |  |
| **Post-Acceptance Performance Period Expenses** |  |  |  |  |  |  |
| Management/Administration |  |  |  |  |  |  |
| Measurement and Verification |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Other – Describe and Explain |  |  |  |  |  |  |
| Other – Describe and Explain |  |  |  |  |  |  |
|  SUBTOTAL Before Application of Indirect Rates |  |  |  |  |  |  |
| Indirect Cost Rate (%) |  |  |  |  |  |  |
| Indirect Cost Applied ($) |  |  |  |  |  |  |
|  SUBTOTAL Post-Acceptance Performance Period Exp |  |  |  |  |  |  |
| Post-Acceptance Performance Period Profit (%) |  |  |  |  |  |  |
| Post-Acceptance Performance Period Profit ($) |  |  |  |  |  |  |
| Total Post-Acceptance Performance Period Expenses (b) |  |  |  |  |  |  |
| TOTAL - ANNUAL CONTRACTOR PAYMENTS (a)+(b) |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- |
| Term | 19 | 20 | 21 | 22 | 23 | 24 |
| Annual Cash Flow (Post-Acceptance Performance Period) |  |  |  |  |  |  |
| Debt Service |  |  |  |  |  |  |
| Principal Repayment ($)  |  |  |  |  |  |  |
| Less incentives (i.e., REC, White Tag, etc.)  |  |  |  |  |  |  |
| Net principal repayment before interest |  |  |  |  |  |  |
| Interest ($) |  |  |  |  |  |  |
| Total Debt Service (a) |  |  |  |  |  |  |
| **Post-Acceptance Performance Period Expenses** |  |  |  |  |  |  |
| Management/Administration |  |  |  |  |  |  |
| Measurement and Verification |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Other – Describe and Explain |  |  |  |  |  |  |
| Other – Describe and Explain |  |  |  |  |  |  |
|  SUBTOTAL Before Application of Indirect Rates |  |  |  |  |  |  |
| Indirect Cost Rate (%) |  |  |  |  |  |  |
| Indirect Cost Applied ($) |  |  |  |  |  |  |
|  SUBTOTAL Post-Acceptance Performance Period Exp |  |  |  |  |  |  |
| Post-Acceptance Performance Period Profit (%) |  |  |  |  |  |  |
| Post-Acceptance Performance Period Profit ($) |  |  |  |  |  |  |
| Total Post-Acceptance Performance Period Expenses (b) |  |  |  |  |  |  |
| TOTAL - ANNUAL CONTRACTOR PAYMENTS (a)+(b) |  |  |  |  |  |  |

Explanations/Comments:

**Attachment 4 – Schedule TO-4**

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| **SCHEDULE TO-4****Task Order Performance Period First Year Estimated Annual Cost Savings, by Energy Conservation Measure**  |
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|  **IMPORTANT INFORMATION:** 1) Project Square Footage (in 1000 SF) - Include only building square footage affected by installed ECMs in project. 2) For column (a) insert estimated energy baseline by ECM and total project in MBtu based on IGA, and proposal data. 3) For column (c1), annual electric demand savings (kW/yr) is the sum of the monthly demand savings 4) Energy conversion factors for MBtu: MBtu=106 Btu; Electricity — 0.003413 MBtu/kWh; Natural Gas — 0.1 MBtu/therm ; #2 Oil — 0.128 MBtu/gal. 5) Specify "Other" energy savings in (e)(1) and (e)(2) as applicable. Include energy type \_\_\_\_; energy units \_\_\_\_\_\_; and MBtu conversion factor \_\_\_\_\_ MBtu/ \_\_\_\_\_ (unit) |

 6) This schedule is not to be altered or adapted in any way. Please note any clarifications in the comments/explanations area below. |
|  Project Site: | Task Order#: |  Contractor Name: |  Project Square Footage (KSF): |
| a.ECM energy baseline(MBtu/yr) | b1.Electric energy savings(kWh/yr) | b2.Electric energy savings($/yr) | c1.Electric demand savings(kW/yr) | c2.Electric demand savings($/yr) | d1.Natural gas savings(MBtu/yr) | d2.Natural gas savings($/yr) | e1.Other savings(MBtu/yr) | e2.Other savings($/yr) | f.b1+d1+e1Total energy savings(MBtu/yr) | g.=b2+c2+d2+e2Total energy cost savings($/yr) | h.Other energy-related and O&M cost savings($/yr) | i.Water savings(1000 gal/yr) | j.Water savings($/yr) | k=g+h+-jEstimated annual cost savings($yr) | l.Implementation price($) | m=l/kSimplePayback(yrs.) |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| TOTALS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Explanations/Comments:

**Attachment 5 – Schedule TO-5**

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| **SCHEDULE TO-5****Annual Cancellation Ceiling Schedule** |
| **Project Site: Contract No.:** |  **Contractor Name:** |  |
|  | Outstanding CapitalInvestment | Total Cancellation Ceiling |
| Installation Acceptance |  |  |
| End of Year One |  |  |
| End of Year Two |  |  |
| End of Year Three |  |  |
| End of Year Four |  |  |
| End of Year Five  |  |  |
| End of Year Six |  |  |
| End of Year Seven |  |  |
| End of Year Eight |  |  |
| End of Year Nine |  |  |
| End of Year Ten |  |  |
| End of Year Eleven |  |  |
| End of Year Twelve |  |  |
| End of Year Thirteen |  |  |
| End of Year Fourteen |  |  |
| End of Year Fifteen |  |  |
| End of Year Sixteen |  |  |
| End of Year Seventeen |  |  |
| End of Year Eighteen |  |  |
| End of Year Nineteen |  |  |
| End of Year Twenty |  |  |
| End of Year Twenty-one |  |  |
| End of Year Twenty-two |  |  |
| End of Year Twenty-three |  |  |
| End of Year Twenty-four |  |  |
| End of Year Twenty-five |  |  |
| (1) Outstanding Capital Investment - A fixed subset of Total Cancellation Ceiling. Constitutes the remaining unamortized principal on total Amount Financed for each time period specified above plus any prepayment charges, as negotiated for the contract award.(2) Cancellation Ceilings for each time period specified above establish the maximum termination liability for that time period. Actual total termination costs will be negotiated.(3) The contractor may attach a monthly Financing Termination Liability Schedule which must correspond to the annual amounts submitted above in each year for Outstanding Capital Investment.(4) In the event of contract cancellation or termination for convenience, FAR 52.217-2 or 52.249.2 will apply. Changes to contract based on mutual agreement of the parties rather than cancellation or termination may use the information in this schedule. |

Explanations/Comments: