Utility Energy Service Contract

between

(Agency Name and Locations)

and

(Utility Name and Location)

*The content throughout this task order (T.O.) template is intended to be tailored, as appropriate to the needs and the policies of the agency. Applicable statutory requirements* *include 42 U.S. Code § 8256(c) Utility Incentive Programs; 10 U.S. Code § 2913(d) Agreements with Gas or Electric Utilities; 10 USC § 2866 Water Conservation at Military Installations; 42 U.S. Code § 8253 Energy Management Requirements; and the OMB Memorandum for Heads of Executive Departments and Agencies M-12-21, Addendum to OMB Memorandum M-98-13 on Federal Use of Energy Savings Performance Contracts (ESPCs) and Utility Energy Service Contracts (UESCs).*

*“Elective Language” and optional instructions are included in blue italicized text. This language and instructions are emphasized only and should be removed when not needed.*

*Projects will be executed using a Task Order (T.O.) under an AWC, as a “Separate Contract”, or as a T.O. under a Basic Ordering Agreement (BOA).*

*For questions regarding the use of GSA Areawide contracts, please contact GSA at* [*energy@gsa.gov*](mailto:energy@gsa.gov)*.*

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## Section A – Solicitation/Contract Form

### A.1 Award/Contract

[**Instruction:** Insert contract form. Use standard form (SF) 33, 26 or 307 or as dictated by Agency policy.]

### A.2 Order of Precedence (as determined by the agency)

When a conflict arises between two or more authoritative documents, the order of precedence will be:

This task order #\_\_\_\_\_\_\_\_\_\_\_\_\_;

The GSA Areawide contract # (Reference U.S. GSA areawide contract, Article 18. Utility Energy Service Contract (UESC) \_\_\_\_\_\_\_\_\_\_\_\_; and

The contractor’s final proposal dated\_\_\_\_\_\_\_\_\_\_.

[End of Section A]

# Part I – The Schedule

## Section B – Supplies or Services / Prices

### B.1 Items Being Acquired / Price

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services and otherwise do all things necessary described in Sections C through H. *The Contractor shall include a brief description of the supplies or services, e.g., item number, national stock number/part number if applicable, nouns, nomenclature, and quantities. (This includes incidental deliverables such as manuals and reports.)* The Contractor shall use eProject Builder (ePB, found at <https://eprojectbuilder>.lbl.gov) to deliver project financial schedules.

#### B.1.1 Itemized Services and Price by Project Phase

*When itemizing by project phase, insert line items as needed. A separate contract line-item number (CLIN) will have its own funding source. Should the agency want to include pricing by project phase, include Table 1 below, which describes the way GSA AWCs define pricing data.*

This is a firm fixed-price utility energy services contract (UESC) for the energy and water savings *described in Table 3 for the total project cost set forth in Table 1.*

*Table 1. Example 1: Itemized Price when UESC is Accomplished as a single T.O. and modified for each line item*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Item***  ***Number*** | ***Supplies /Services***  ***By Project Phase*** | ***Performance***  ***Period***  ***(Months)*** | ***Price*** |
| *0001* | *Preliminary Assessment* |  | *$0.00* |
| *0002* | *Investment Grade Audit*  *Pay upon receipt of final IGA report or include cost as part of financed amount* |  | *$ TBD* |
| *0003* | *Engineering and Design* |  | *$ TBD* |
| *0004* | *Installation* |  | *$ TBD* |
| *0005* | *Post-acceptance services*  *Paid upon receipt of service.* |  |  |

#### B.1.2 Itemized Services and Price by Contract Stage

*When itemizing by contract stage, insert line items as needed. A separate contract line-item number (CLIN) will have its own funding source. Should the agency want to include price breakdown by contract stage, include Table 2 below.*

This is a firm fixed-price utility energy services contract (UESC) for the energy and water savings *described in Table 3 for the total project cost set forth in Table 2.*

*Table 2. Example 2: Itemized Price by Pre-acceptance and Post-acceptance*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Item***  ***Number*** | ***Supplies /Services***  ***By Contract Stage*** | ***Performance***  ***Period***  ***(Months)*** | ***Amount*** |
| *0001* | *Pre-acceptance* |  | *$0.00 Est.* |
| *0002* | *Post-acceptance*  *Used when post-acceptance services are required; paid upon receipt of service.* |  | *$* |

### B.2 Project Energy, Water, and Cost Savings Summary

*Table 3 can be used for installation and for post-acceptance services.*

As specified in eProject Builder Schedule 4, Cost Savings by Energy Conservation Measure, in accordance with the details provided in the design and project proposal, each ECM will deliver the specified energy, water, and cost savings described below. The annual escalated savings shall be as described in ePB Schedule 4.

Table 3.Project Energy, Water, and Cost Savings for Year 1

|  |  |  |  |
| --- | --- | --- | --- |
| **ECM / WCM**  **Number** | **Energy Savings**  **(MMBTU)** | **Water Savings**  **(Gallons)** | **Cost Savings**  **($)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

### B.3 Financing

The Contractor will provide the construction financing and the performance period financing at the interest rate proposed by the selected financier.

### B.4 Obligation of Funds

*As applicable, and always when current year funding will be obligated insert lines of accounting (LOA)*

### B.5 CLIN Delivery/Task Order minimum/maximum quantity and CLIN order value

The minimum quantity and order value for the Task Order issued for each CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

*Insert table with minimum and maximum quantity and order value.*

[End of Section B]

## Section C – Description/specifications/statement of work

*Include any description or specifications needed in addition to Section B (see part 11, Describing Agency Needs).*

### C.1 General Requirements/Project Scope

Under the authority of the Energy Policy Act of 1992, codified as 42 U.S.C. 8256 applicable to all federal agencies; 10 U.S.C. 2913 and 10 USC 2866, water conservation at military installations, applicable to the Department of Defense (DoD), the purpose of this Task Order (T.O.) is to establish a firm fixed-price contract for the design and installation of cost-effective energy and water conservation measures (ECM/WCM).

The scope will include the following multiple buildings, sites, or campuses within the selected utility’s service territory.

Table 4. Work Locations

|  |  |  |
| --- | --- | --- |
| **Site** | **Building** | **Building Identifier** |
|  |  |  |
|  |  |  |
|  |  |  |

The contractor shall be responsible for providing all personnel, equipment, materials, supplies, and services to install [energy and water conservation, electricity demand, and renewable energy measures] as specified in this T.O. The proposed measures will address the following project objectives [insert project objectives] and priorities [insert project priorities such as decarbonization and energy resilience] and requirements [insert requirements such as cyber security]. The resulting project will deliver infrastructure improvements, reduced energy and/or water consumption, and demand management. The Contractor shall provide all initial capital, labor, services, materials, supplies, equipment, and transportation to identify and implement projects executed pursuant to this T.O.

#### C.1.1 Project Development

Project development will follow the typical progression of a preliminary assessment, an investment grade audit, a performance assurance plan, sufficient engineering and design, implementation including construction and commissioning, and post-award services assigned to the Contractor. A life-cycle cost analysis (see Section J.1 for definition) and subcontractor competition (See Section C.1.3) are required to support agency decisions. Adjust language depending on the requested deliverable (PA, IGA, T.O.)

Note to Agency: In the development of a UESC under an areawide contract (AWC), the preferred process is for the Agency to issue one AWC “authorization for energy management services” for each requested service to identify opportunities, analyze viable measures, develop an appropriate level of design, and implement, however the agency may issue a single task order for the entire UESC project.

The contractor will perform [an initial investigation and deliver a preliminary assessment, followed by an investment grade audit, to include developing a performance assurance plan, sufficient engineering, and design sufficient to provide a fixed price for implementation of the selected measures including construction and commissioning, and post-award services such as operations, maintenance, or M&V as assigned to the Contractor.]

The delivered ECM designs and performance assurance plan, construction, financing cost, application of appropriations, and incentives must result in a verifiable financial savings stream equal to or greater than the required payment for the project. The contractor will use eProject Builder to produce and deliver project financial schedules.

Note: In accordance with 42 USC 8253 (f)(10)(B), federal agencies are authorized to use any combination of appropriated funds or private financing for payment. Specifically for DoD, and in accordance with 10 USC 2913, repayment of financed costs shall be made from funds available to a military department for the purchase of utility services or as otherwise approved by the DOD service.

#### C.1.2 Baseline

For each ECM proposed in the preliminary assessment, provide the information and data necessary to describe the baseline of existing ECM or WCM related equipment energy consumption and performance. This information shall include GHG emissions, and shall document existing conditions, systems, equipment, and performance. Refer to Section J.2 for a definition of Energy Baseline. ECM or WCM baseline consumption shall be verified and updated in the IGA.

#### C.1.3 Utility Selection and Right to Serve

Having identified and notified each eligible utility of this UESC opportunity, the Agency and utility have confirmed each federal site and site buildings are within the selected utility’s franchised service territory within which the Contractor maintains the infrastructure for the distribution of [Insert electricity, gas, or water] service(s).

C.1.4 Subcontractor competition.

The IGA cost and the final proposal should be supported by current and competitive subcontractor prices. *Three or more financing offers shall be acquired during the IGA and a final financing offer should be delivered prior to T.O. award.*

C.1.5 eProject Builder

The contractor [shall] use the eProject Builder ([ePB](https://eprojectbuilder.lbl.gov/)) tool to develop and obtain approval of project financial schedules. The schedules are described in J.1 Task Order Schedules.

Note to Agency: ePB is a secure, web-based data management platform that allows users to develop and approve project schedules. Agencies can use the tool to preserve, track and report information for their portfolio of energy projects. When necessary, the calculating template can be downloaded and used standalone from the data management platform for project financial spreadsheets.

### C.2 Energy and Water Conservation Measures (ECMs & WCMs).

The set of ECMs and WCMs as developed, [save energy and water, manage demand, reduce emissions], and are tailored to the Agency’s priorities and site needs.

Table 5: List of Technology Categories and ECMs

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Technology** | **Technology Category** | **ECM/WCM Number** | **Description** | **Building Identifier** |
| ***Lighting*** |  |  |  |  |
| ***Heat Pumps*** |  |  |  |  |
| ***Controls*** |  |  |  |  |
| ***Chillers*** |  |  |  |  |
| ***Boilers*** |  |  |  |  |
| ***PV*** |  |  |  |  |
| ***CFE*** |  |  |  |  |
|  |  |  |  |  |

#### C.2.1 Restrictions on ECMs and WCMs

The contractor will avoid areas, equipment, and systems the Agency has indicated may compromise their mission during the preliminary assessment kickoff.

Note to Agency: include other restrictions, as applicable to Agency sites and processes.

The contractor shall not proceed with construction on a specific ECM until Contracting Officer approval to proceed is received. ECM and WCM installed by the Contractor shall avoid:

1. Jeopardizing the operation or environmental conditions of existing mission critical systems.
2. Increasing water consumption, e.g., once-through freshwater cooling systems (note: evaporative cooling technologies may be considered where environmentally appropriate).
3. Resulting in an adverse effect upon the quality of the human environment (e.g., requires the preparation of an Environmental Impact Statement) or violate any federal, State, or local environmental protection regulations.
4. Degrading performance or reliability of existing Government equipment.
5. Reducing extra capacity that was intentionally included for future growth, mobilization needs, safety, or emergency back-up.
6. Violating current versions of national code (e.g., National Electric Code, Uniform Building Code, State, or local building codes.
7. Creating unsafe conditions or otherwise adversely impact government facilities, operations, and/or personnel.

***Elective Language***

#### C.2.2 Technologies

*Insert requirements for specific technologies as needed.*

**Elective Language**

C.2.2.1 Carbon Pollution-Free Electricity

Note to Agency: Integrate requirements for CFE.

Elective Language

#### C.2.2.2 Resilience Measures

Note to Agency: Integrate requirements for energy resilience.

The contractor will include project options to...

Elective Language

#### C.2.2.3 Electric Vehicles Support Equipment

Note to Agency: Integrate requirements for EVSE.

The contractor will include project options to integrate electric vehicle support equipment (EVSE).

Note to Agency: Plans to integrate EVSE into a UESC should be discussed with agency legal and contracting, as well as GSA if using the AWC. Possible options are listed below.

1. Power generation – included within another ECM. Carport PV should include EVSE conduit to make the parking area “EV ready”.
2. Load management for cost savings – an ECM that includes EVSE w/ bi-directional charging capabilities, allowing vehicle-to-building and/or vehicle-to-grid to facilitate demand charge and other cost savings.
3. Replace EVSE with more efficient EVSE.

***Note to Agency:***  *EVSE could also be installed as a Special Facility under Exhibit A Authorization for Electric Service, FAR 52.241-9. The prescription for utilizing FAR 52.241-9 is the following: Connection Charge, when a refundable connection charge is required to be paid by the Government to compensate the contractor for furnishing additional facilities necessary to supply service. (Use Alternate to the clause if a nonrefundable charge is to be paid. When conditions require the incorporation of a nonrecurring, nonrefundable service charge or a termination liability, see paragraphs (d)(6) and (d)(4) of this section). The prescription for use of 52.241-10 is the following: Termination Liability, when payment is to be made to the contractor upon termination of service in conjunction with or in lieu of a connection charge upon completion of the facilities.*

*Agencies exploring ordering EVSE services via Exhibit A should consider whether these are regulated offerings and follow appropriate competition requirements (contact* [*energy@gsa.gov*](mailto:energy@gsa.gov) *with questions).*

Elective Language

#### C.2.2.4 Heat Pump System

Note to Agency: Integrate requirements for heat pump system.

The contractor will include project options to…

Elective Language

#### C.2.2.5 Photovoltaic System

Note to Agency: Integrate requirements for PV system.

The contractor will include project options to…

### C.3 Engineering and Design (E&D)

***Instruction:*** *include engineering and design requirements when detail beyond the IGA, is required. For each ECM, list design level such as 50% complete, and discuss a price or cost for finalizing the engineering and design. The Agency, as mutually agreed, will pay for the E&D or roll the cost into the total project cost.*

After evaluation and acceptance of the IGA, the Contractor and Agency will meet to agree upon the engineering and design services, a schedule for completion of the work and receipt of the deliverables. The Agency will deliver a notice to proceed with final engineering and design of ECMs as determined necessary.

Table 6. Engineering and Design Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| **ECM Number** | **Engineering & Design Required** | **Price** | **Building Identifier** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

The Contractor shall prepare and submit a design and construction package to the Contracting Officer for review and approval. All design and implementation work must meet applicable building codes and agency design standards, including site-specific agency requirements. The design of each ECM or WCM shall be sufficient to provide for competitive bids, be maintainable, and result in the specified performance and savings. The design must not negatively impact the performance of other existing equipment. Acceptance of the design shall not relieve the contractor from responsibility for meeting facility standards of service and performance assurance requirements specified in the performance assurance plan.

### C.4 Performance Assurance Plan

***Instruction:*** *reference the performance assurance plan location, J.3 Performance Assurance Plan attachment.*

The Contractor shall provide a comprehensive and project-specific performance assurance plan that, upon acceptance by the Agency, will be incorporated into the UESC. The objective of the performance assurance plan is to ensure delivery of an effective design and installation of commissioned and performance proven ECMs and WCMs whose sustained performance will result in reduced energy consumption, demand management, increased water savings and reduced greenhouse gas (GHG) emissions. The performance assurance plan will clearly identify and assign the operations and maintenance plans, commissioning, measurement, and verification (M&V) protocol best suited to each measure. Assignments of all activities and services for each measure pre- and post-acceptance will be agreed upon and included in the performance assurance plan.

#### C.4.1 Performance Assurance Plan Deliverables

State in a clearly understandable format where and how energy, water and related cost savings will occur and how they will be calculated and verified. The Performance Assurance Plan must address every measure with appropriate detail and the Contractor will submit a comprehensive, detailed written plan and corresponding table including the following deliverables:

1. A complete and accurate baseline, broken down by building, for each ECM/WCM, including GHG emissions, documenting existing conditions, systems, equipment, and performance.
2. Engineering analysis and design – assumptions, design specifications, and key performance indicators.
3. Commissioning (Cx) protocol for all installed equipment to be completed prior to acceptance and including a written Cx report. Cx will demonstrate installation and performance meets design specifications and affected equipment and systems perform interactively in accordance with the design.
4. A plan for operations and maintenance with appropriate detail to sustain ECM performance, GHG emissions reductions, and cost savings throughout the term of the contract.
5. Protocol for measuring and verifying ECM performance and savings including recommissioning or measurement and verification (M&V) as appropriate for annual implementation. Identify ranges of M&V results for each ECM that will require recommissioning.
6. Comprehensive training plan designed to familiarize Agency staff (including operations, maintenance, and engineering teams) with new ECM equipment and safety protocols and prepare them for their roles in O&M, M&V, recommissioning, and documentation. At a minimum, the plan shall address each ECM and each deliverable listed above.
7. Annual reporting and documentation

#### C.4.2 Implementation of the Performance Assurance Plan

Note to Agency: Prior to award of a UESC project, the Agency and Utility will agree upon the extent of and assignment for post-award responsibilities. The Contractor’s costs shall be reviewed and negotiated prior to performing the work.

The performance assurance plan shall, in a clearly understandable format, state where and how energy, water and related cost savings will occur and how they will be calculated and verified. The performance assurance plan shall clearly delineate the facility systems and specific equipment to be included under the contractor’s responsibility. To the extent this information is provided in the proposal and accepted by the Agency, it will be incorporated into the contract award document.

***Elective Language – Measurement and Verification***

***Instruction:*** *When an ECM energy savings guarantee is required, include a requirement for an M&V plan.*

#### C.4.3 Measurement and Verification (M&V) of ECM Performance

#### C.4.3.1 Site Specific M&V Plan

The site-specific M&V plan shall include M&V requirements and procedures that shall apply to the ECMs based on various factors, such as type of ECMs, projected value of energy savings, and certainty/uncertainty of savings being achieved. The Parties agree that the M&V plan included as Attachment *XX* meets the requirements of this section.

#### C.4.3.2 Implementation of M&V Plan

The contractor shall ensure savings are accurately demonstrated, that the required M&V activities included in the M&V Plan are executed and that they comply with the reporting requirements and milestones included in the M&V plan.

#### C.4.3.3 T.O. M&V Plan

***Instruction:*** *The T.O. M&V plan is the primary vehicle that an agency uses to document and then periodically evaluate the performance expectations of the UESC project. This document shall be thoroughly understood by the Contractor and Agency. It shall, in a clearly understandable format, state where and how energy, water and related cost savings will occur and how they will be calculated and verified. If the scope of work does not include the entirety of a Site, or all the systems or significant portions within a building, then that situation shall be stated clearly so that the Agency and the Contractor are aware of what the UESC T.O. covers and what it does not.*

Each building and/or space within a building that will be affected shall be identified, and buildings or portions of buildings that will not be affected shall be identified. The ECMs that generate savings shall be identified, as well as the affected building systems. If there are significant energy- or water-using building systems or other energy or water uses within the buildings, which will not be affected by the T.O., they shall be identified so that there is clear understanding of the extent to which total energy, water and related costs at the Site will be affected. To the extent this information is provided in the Feasibility Study, PA, or IGA, it will be repeated in the M&V plan.

#### C.4.3.4 M&V Methodologies

The M&V methodologies employed for this project shall be consistent with the DOE FEMP publication, M&V Guidelines: Measurement and Verification for Federal Energy Projects, Version 4.0 and the International Performance Measurement and Verification Protocol (IPMVP) Core Concepts October 2016. If there is a discrepancy between the two documents, the DOE/FEMP M&V Guidelines take precedence. The specific methodology employed for each ECM shall be described in the M&V plan.

#### C.4.4 Annual reporting

The operations, maintenance, and performance and savings verification must be completed and recorded in eProject Builder annually as assigned in the performance assurance plan.

#### C.4.5 Failure to Meet Performance Requirements

In the event equipment systems fail to meet design specifications and performance requirements, the report shall document any corrective actions to be undertaken to return equipment to its design performance.

***Elective Language for Guaranteed Savings***

### *C.5 Guaranteed ECM Cost Savings*

***Instruction:*** *Add elective language content here when guaranteed savings will be required for one or more ECM(s). Related language will be needed in Section C.4, C.5, and C.12.*

***Note to Agency:*** *Contracting Officers will follow agency policy (e.g., Department of Defense components will follow Assistant Secretary of Defense policies and any Service-specific policies regarding guaranteed savings and maintenance, repair, and replacement policies[[1]](#footnote-2)). Individual ECM performance parameters defined in the Performance Assurance Plan must be met.*

Note to Agency: Provide language to support desired outcomes when a savings guarantee is agreed upon and required. *eProject Builder is recommended for documenting annual performance outcomes, savings, and O&M updates.[[2]](#footnote-3)*

***Instruction:*** *List specific ECMs requiring a savings guarantee. Agency and utility will discuss and include in the T.O. The use of eProject Builder and M&V are strongly recommended.*

#### C.5.1 Guaranteed Energy and Cost Savings

Per the requirements for guaranteed savings described in the performance assurance plan, guaranteed ECM energy, and cost savings will be determined based on methods agreed to by both parties, prior to implementation. The contractor shall measure, verify, and document ECM performance and savings according to the performance assurance plan. Savings guarantees, when required, shall provide that energy and water savings (in dollars) derivedeach year of the performance period shall exceed the scheduled payments and the results shall be provided in writing to the Contracting Officer and documented in the eProject Builder project folder.

The energy savings of each ECM to include a savings guarantee, shown below, shall match the savings agreed to in Schedule #1 Cost Savings and Payments.

Table 7. Guaranteed Cost Savings

|  |  |  |
| --- | --- | --- |
| **ECM Number** | **Specified Guaranteed Cost Savings ($/year)** | **Building Identifier(s)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

#### 

#### C.5.1.1 Baseline

The accuracy of calculated savings and measured savings are critical to support a savings guarantee. Should a savings guarantee be required, it must include the following:

1. The energy and water baselines must be accurate and developed using agreed upon methods.
2. The design, installation, functional testing, and commissioning of the ECMs must demonstrate the savings potential as stated in the proposal.
3. The equipment and systems operations, maintenance, repair, and replacement, M&V, and periodic RCx must be implemented as described in the performance assurance plan.

The Contractor will complete pre-construction baseline measurements, select equipment reflecting the necessary efficiencies to achieve the requisite savings, optimize energy usage of installed ECMs that meets or exceeds the proposed ECM performance and savings, and ensure that ECMs are operable and maintainable throughout the performance period. The Contractor and government shall jointly witness implementation period testing and commissioning to ensure the equipment performs as designed.

***Elective Language for Guaranteed Savings***

***Instruction:*** *Include when contractor is required to provide a guarantee for one or more ECM/WCM*

C.5.1.2 ECM Repair and Replacement

When guaranteed savings are a requirement in the contract, the Contractor is ultimately responsible for the repair and/or replacement of all installed ECMs and the assurance that guaranteed savings are met. When the Agency assumes performance of ECM repairs and/or replacement, the Contractor shall conduct periodic reviews/inspections with sufficient frequency to assure guaranteed savings are achieved, as agreed to by both the Agency and the Contractor. As a part of these reviews/inspections, the Contractor shall consider the risk of savings not being achieved, and actions required by the Agency to ensure savings guarantees are met for the future. The Contractor shall notify the Agency of any compliance issues, impacts on performance and savings, and provide recommendations for any necessary corrective actions.

***Note to Agency:*** *When the Agency assumes performance of ECM repairs and/or replacement, the Agency must maintain records of its performance of ECM repairs and/or replacement. The Agency and Contractor will negotiate what information to include in the Agency’s repair and/or replacement records and specific requirements will be identified in the task order. The Agency must provide its repair and/or replacement records to the Contractor with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the Agency and the Contractor in the awarded Order. At a minimum, the Agency must provide its repair and/or replacement records annually. If the Agency fails to perform some or all the ECM repairs and/or replacement as agreed to in the contract, the Agency shall allow the Contractor access to the affected ECM, and the Contractor shall make all repairs and/or replacements necessary to maintain guaranteed savings. At the discretion of the Contracting Officer, the Agency and the Contractor may negotiate fair and reasonable compensation for the Contractor’s expenses.*

Elective Language for Proposal to Implement the Project

### C.6 Proposal to Implement the Project

The Contracting Officer will issue a task order request for proposal (TO RFP) for the final design and construction of the project. The Contractor shall submit a proposal consisting of technical and price components.

***Note:*** *The proposal shall also contain a Small Business Subcontracting Plan, in accordance with FAR Part 19. The Agency shall provide the format for submission of the Small Business Plan that includes the Agency’s Small Business Goals for each socio-economic entity addressed in the plan.*

Unless otherwise provided by the Agency, the proposal shall include the following information and requirements:

1. Final IGA with final list of ECMs, performance assurance plan, and all comments incorporated.
2. Final firm fixed price, including final T.O. Financial Schedules, overhead and profit discretely labeled for both the prime contractor and any immediate subcontractors, rebates, tax incentives, fees, as well as the financing proposal. Any fees must be accompanied by a clear description of the type of fee as well as the rationale supporting the payment of the fee.
3. Task Order terms/conditions.
4. Signature page (typically Standard Form 26 or SF 33).
5. Signed GSA AWC Exhibit (if applicable).

### C.7 Project Implementation

*Note: This section is for the construction of the project including final design, installation, and proof of performance activities required by the performance assurance plan.*

#### C.7.1 Notice to proceed

#### C.7.2 Post-award Conference

Pursuant to the issuance of the T.O., the Contractor’s key team members and the Agency’s key team members shall convene to review the standards of service and contract requirements. It is recommended that parties sign and document clarifications and agreements made during the post-award conference for future administration of the UESC.

#### C.7.3 Environmental Protection

1. Impacts on air quality (pollutants, noise level, and odors or fumes) and potable water use are examples of potential areas of concern at the project site. Any ECM and related work shall comply with the National Environmental Policy Act (NEPA) and other applicable federal, State, and local environmental protection regulations. The TO will identify specific known hazardous waste handling and storage requirements (e.g., Polychlorinated Biphenyl (PCB) ballasts removed from lighting fixture retrofits).
2. 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 ordering agency CO. Authorized ordering agency officials may inspect any of the Contractor's work areas on a no-notice basis during normal working hours. The Contractor shall indemnify and hold the Government (including the ordering agency, DOE, and/or any person acting on behalf of the Government) harmless for any and all liability, including attorneys’ fees and legal costs, resulting from the Contractor’s noncompliance or violation of any applicable federal, State, or local law, regulation or standard regarding environmental protection. In the event that a regulatory agency assesses a monetary fine against the ordering agency for violations caused by the Contractor’s actions or inaction, the Contractor shall immediately reimburse the ordering agency for the amount of any fine and other related costs paid. 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 ordering agency’s designated safety and health personnel to avoid conditions that create a nuisance, or which may be hazardous to the health of federal or civilian personnel.
3. 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 ordering agency until all applicable environmental protection requirements contained in this IDIQ contract and the TO have been satisfied.
4. The Contractor shall comply with all applicable regulations and with the requirements of the latest edition of the applicable ordering agency's Spill Prevention Control and Countermeasures Plan, or similar plan, and specific requirements of the TO.

*Note: Include any site-specific storm water pollution prevention plans, wildlife and vegetation constraints, fuel spill monitoring wells, unexploded ordinance, etc.*

#### C.7.4 Service Interruptions

1. For any planned utility service interruptions, the Contractor shall furnish a request to the authorized ordering agency official(s) for approval as specified in the TO. The request shall identify the affected buildings, utility service, and duration of planned outage.
2. The ordering agency will coordinate with affected tenants and customers as applicable.
3. Ordering agencies may have additional requirements that apply to specific TOs and, if applicable, such additional requirements shall be specified in the TO.

*Note: Include any site-specific utility outage, dig permit, road closure, or space allocation instructions.*

### C.8 Proof of Performance

*Note: this section is for testing, balancing, commissioning, etc., implementing parts of the performance assurance plant that will prove performance meets design specifications.*

#### C.8.1 ECM Commissioning

The Contractor shall assure the ordering agency, through the ECM Commissioning, that the ECMs performance achieves facility and/or process performance requirements as set out in the TO. The ECM Commissioning shall be accomplished through a process of verification and documentation, in accordance with the “Commissioning Guidance for ESPCs,” provided on the DOE FEMP website. (See Attachment J-17 for specific website address.)

1. ECM Commissioning Approach – The Contractor shall submit in its TO proposal a severable ECM Commissioning Approach document, that utilizes site specific data and factors needed to achieve facility performance requirements in accordance with the TO.
2. ECM Commissioning Plan – After the ordering agency reviews and accepts the design and construction package, the Contractor shall provide a Commissioning Plan to the ordering agency for acceptance that finalizes the Commissioning Approach and addresses each ECM with specific steps that will be taken during the commissioning process.
3. ECM Commissioning Report – The Contractor shall submit to the ordering agency a Commissioning Report documenting the ECM’s effect upon facility performance requirements in accordance with the Commissioning Plan and ordering agency requirements.

#### C.8.2 ECM Performance Assurance

Refer to H.5.2.f.

***Elective language***

***Instruction:*** *Include content for when O&M and R&R are required.*

### C.9 Operation & Maintenance and Repair and Replacement Requirements

The Contractor will be responsible for the operations, maintenance, repair, and replacement requirements as indicated in Table 8. Performance Assurance Plan Requirements and Assignments. The Agency will follow its own policies for establishing O&M and/or Repair and Replacement of installed ECMs. Consideration of life-cycle cost effectiveness for extended O&M and effect on the required savings for the UESC should be considered. Each T.O. will define the party or parties responsible for the continued O&M of installed equipment, specifying whether these functions will be performed by the Agency or the Contractor. The activities may also include a requirement for repair and replacement (R&R) of the equipment installed as specified in the T.O. These activities may be shared, as mutually agreed, between the Parties. All requirements for operation, maintenance, repair, and replacement, as well as all agreements made between the Agency and Contractor, shall be incorporated into the Performance Assurance Plan’s maintenance plan deliverable.

***Instruction:*** *DoD should review 2018 memo requirement for MR&R. Check with specific agencies for up-to-date requirements.*

#### C.9.1 Operations and Maintenance Manuals

At time of Agency acceptance of each installed ECM, the contractor shall furnish O&M Manuals and recommended spare parts lists identifying components adequate for competitive supply procurement for O&M of accepted ECMs. The O&M manuals shall include maintenance schedules for all equipment. This information must be submitted to the agency in a timely fashion, enabling the agency to incorporate any preventative maintenance and equipment lists into pre-existing maintenance software as applicable.

#### C.9.2 Agency Personnel Training

The Contractor shall provide and record training for Agency personnel to operate, maintain, and repair ECM equipment and systems, in emergency situations as required in the contract. The Contractor shall coordinate with the COR and the site O&M staff and submit several date and time training options. If the Agency desires more than one training course for specific site personnel, such training shall be identified in the specific contract.

***Elective Language for Repair and Replacement***

#### C.9.3 Contractor Performance of Repair and/or Replacement

***Instruction:*** *Elected when contractor is required to provide repair and replacement*

The Contractor will be responsible for the repair and replacement of [ECM #, …] as indicated in [Table X] of the Performance Assurance Plan Requirements and Assignments. The Agency will witness and inspect the Contractor’s performance of ECM repair and/or replacement as needed to assure compliance with repair and/or replacement work procedures. The Agency will notify the Contractor of any compliance issues and direct the Contractor to take any necessary corrective actions. The Contractor shall document the performance of the required repairs and/or replacements. The Contractor’s records shall contain at a minimum the ECMs affected, initial date of incident, date the repair and/or replacement was implemented, and a brief description of activities performed.

At a minimum, the Contractor shall provide its repair and/or replacement records at least annually. If the Contractor fails to perform some or all the ECM repairs and/or replacements as agreed to in the awarded task order, the Agency will use standard contract administration procedures to address the performance issue(s). If equipment failure or damage is a result of the Contractor’s failure to perform or negligence in performing ECM repairs and/or replacements, the Contractor shall provide repair or replacement at its expense or, if repaired or replaced at Agency expense, the Contractor shall reimburse the Agency for all costs and losses attributable to the Contractor’s failure or negligence. The Agency shall document the performance issue(s) and the Contractor’s remedy action(s) as part of its annual evaluation in CPARS.

The Contractor’s repair and replacement records shall be made available with sufficient frequency to assure guaranteed savings (if applicable) are being achieved, as agreed to by both the Agency and the Contractor.

***Instruction:*** *When R&R is required for a project, the Contractor’s proposal shall reflect its plan for the R&R for all equipment installed in the UESC.*

#### C.9.4 Agency Performance, Repair, and Replacement

The Agency may assume performance of ECM repairs and/or replacement through mutual agreement of the Contractor and the Agency. If the Agency assumes ECM repair and/or replacement work, it will be conducted in accordance with the T.O. requirements.

#### C.9.5 Inclusion of ECM Related Systems

The Agency may consider including the repairs and/or replacement of ECM related systems as part of the UESC project. ECM/WCM-related systems may include, but are not limited to, equipment that interfaces with the ECM/WCM, are Agency provided, and upon which the ECM depends to achieve guaranteed energy and water cost savings.

***Elective Language for Contractor Maintenance and Repair Response Time***

*Include when contractor is required to provide maintenance and repair.*

#### C.9.6 Contractor Maintenance and Repair Response Time

The Contractor shall establish a point of contact (name, phone number, and email address) for use by the Agency in notifying the Contractor of necessary equipment maintenance or repair. *Note: Include verbiage that informs the contractor of the precise expectations of the maintenance personnel throughout the performance period. Ensure that the Contractor is aware their point of contact must be available as specified in the task order throughout the task order’s term. Also, ensure that initial telephone or email responses for maintenance or repair calls are within the timeframe specified in the task order. If a site visit is needed to maintain or repair equipment, Contractor personnel must arrive on site within the timeframes specified in the task order for emergency and nonemergency maintenance and repair.*

The Contractor’s maintenance records shall be made available with sufficient frequency to assure optimal performance is being achieved, as agreed to by both the Agency and the Contractor.

***Instruction:*** *When maintenance is required for a project the Contractor’s proposal shall reflect its plan for the maintenance of equipment and systems specified in the performance assurance plan. Also, ensure that the contractor site team has access to the site’s maintenance management software as applicable, rendering the seamless incorporation of contractor related service calls. Recommend generating a new work center within the maintenance software framework dedicated to contractor support.*

#### C.9.7 Emergency Maintenance and Repair Work Response Time

Emergency work is defined as maintenance or repair necessary to correct an existing or imminent failure or any action necessary to protect the safety or health of the facility occupants and prevent adverse impacts on property. The required Contractor response time for maintenance and repair will be as follows for each ECM/WCM. *Insert response times.*

***Elective Language***

C.9.8 Failure to Timely Respond

In the event the Contractor fails to respond as required in the task order for emergency maintenance and/or repairs, the Agency may incur expenses to perform the emergency maintenance and/or repairs to Contractor installed equipment as well as agency equipment for which the Contractor assumed maintenance and repair responsibilities. The Contractor shall reimburse (or provide a credit to) the Agency within 30 days (or period otherwise negotiated) for all costs incurred in responding to such emergencies.

### C.10 Annual Verification of Performance and Savings

The requirements and responsibilities will be implemented as described in the performance assurance plan (See C5)

C.10.1 Verification of ECM Performance and Savings

The responsible party shall measure, verify, and document ECM performance and energy and GHG emissions savings annually.

### C.11 Standards of Service

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 environmental conditions or lighting are to be installed, the agency must have the ability to, or direct the Contractor to, respond within a specified time to temporarily override the heating, ventilating, and air-conditioning (HVAC) and lighting systems to ensure that the projected savings from implementation of the ECMs occur over the contract term. The Contractor will propose strategies for informing and instructing users on appropriate use and setpoint requirements essential to system optimization and short and long-term savings.

### C.12 Project Requirements

The Contractor shall perform work as directed in this T.O. and shall arrange on-site work to minimize interference with normal Agency operations. The Contracting Officer may at any time, by written order, make changes within the general scope of this contract in accordance with FAR Clause 52.243-1, Changes-Fixed Price. The contractor requested changes to the work shall be submitted to the Contracting Officer for review and approval. Significant Contractor requested changes shall include impacts on all technical and cost factors. The Contractor shall not proceed with said changes before receipt of an Agency contract modification signed by the Contracting Officer.

#### C.12.1 Facility Exterior Architectural Plan Requirements

The Contractor will notify the Contracting Officer of potential impacts to facility exterior surfaces. Specific requirements will be provided by the Agency, as necessary.

#### C.12.2 Site Plans

If proposed ECMs require installation outside existing buildings or structures, a site plan showing recommended siting of ECMs shall be prepared for Agency review and approval. Site plans shall be submitted along with proposed alternate sites and include NEPA requirements as applicable.

#### C.12.3 As-Built Drawings

As-Built Drawings (Record Drawings) – After completion of installation and prior to Government acceptance of installed ECMs, the Contractor shall submit as-built drawings to the ordering agency in accordance with ordering agency standards or specifications identified in the TO. At least *[forty-five (45)]* calendar days before planned Agency acceptance (or beneficial occupancy date) of each installed ECM, the Contractor shall submit as-built drawings to the Contracting Officer or their designated representative. The Contractor will submit extended time requests for significantly large or complex measures. Drawings shall include at a minimum:

1. The design (i.e., form, fit, and attachment details) of the interface between ECM equipment and existing Agency equipment.
2. The location and rating of installed equipment on building floor plans.
3. Specific formats for as-built drawings will be identified in each contract, i.e., AutoCAD compatible format, diskettes, labeling, etc.
4. As-built drawings shall be stamped by a registered professional engineer or architect in the state, as applicable, to assure compliance with all applicable Federal, State, and Local codes and regulations.

#### C.12.4 Contractor Utility Service Interruptions

All Contractor requested utility service interruptions shall be written and include a specific duration, date, time, and reason for the interruption. Event requests are to be submitted *[fourteen days (14)]* in advance. Events shall be scheduled *[outside occupied periods]* whenever possible and coordinated with the Contracting Officer Representative (COR). Utility service interruption requests include but are not limited to the following systems: (a) Electrical; (b) Natural Gas; (c) Sewer; (d) Steam; (e) Water or (f) Telephone.

#### C.12.5 Standardization of Materials

All installed materials shall be readily commercially available. Any replacement materials shall be similar in form, fit and function to existing material as is practicable to allow efficient provisioning of replacement parts. Materials that have been refurbished shall require agency approval.

#### C.12.6 Construction Plans

The contractor shall provide construction plans, stamped by a registered professional engineer or architect in the state, as applicable, to assure compliance with all applicable Federal, State, and Local codes and regulations.

#### C.12.7 Applicable Building Codes and Standards

The Contractor will ensure this project meets design and construction standards applicable to site(s) and agency specific facility requirements. At a minimum, all work, equipment, and materials required for ECM installation shall comply with the most recent issue of the design and construction standards indicated in the TO, as applicable. If a standard applicable to an individual ECM is not listed below, the Contractor shall utilize one that has national/ international 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
* 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)
* International Plumbing Code (IPC)
* International Mechanical Code (IMC)
* American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) – ASHRAE 62 – ASHRAE 90.1
* Army Corps of Engineers Safety Manual
* Illuminating Engineering Society of North America (IESNA)
* American Institute of Architects (AIA) Master Specification
* Air-Conditioning and Refrigeration Institute (ARI)
* Occupational Safety and Health Administration (OSHA) regulations
* Other design standards required by the agency.
* National Historic Preservation Act, as applicable
* National Environmental Policy Act (NEPA), as applicable

#### C.12.8 Specific Standards

*Add standards applicable to specific ECMs.*

[End of Section C]

## Section D – Packaging and Marking

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container or each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the authorized ordering agency official and the Contractor.

[Insert additional requirements, if any]

[End of Section D]

## Section E – Inspection and acceptance

*Include inspection, acceptance, quality control and assurance, and reliability requirements (Per Part 46, Quality Assurance). Include functional testing, commissioning, Cx report, training.*

### E1. Inspection of Installed ECMs

*The Agency will fill in the date(s) and other requirements in accordance with its Agency policies.*

#### E.1.1 Quality Control Inspection Program

1. The Contractor shall be responsible for quality control during installation of ECMs. The Contractor shall inspect and test all work performed during ECM installation to ensure compliance with the TO's performance requirements. The Contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for any non-federal organization, such as a utility or other regulatory agency. The Contractor shall prepare a Quality Control Inspection Plan for review and acceptance by the ordering agency. Any changes to the Quality Control Inspection Plan shall be submitted for review and acceptance to the ordering agency. The Quality Control Inspection Plan shall be prepared and submitted in accordance with the TO reporting requirements.
2. The Quality Control Inspection Plan shall detail the procedures, instructions, and reports that ensure compliance with the TO. This plan shall include, as a minimum:
   1. The quality control organization, in chart form, shows the relationship of the quality control organization to the Contractor's organization.
   2. Names and qualifications of personnel in the quality control organization. *Insert agency specific qualifications required for facilities maintenance and construction contracts to include Construction Quality Management for Contractors courses sponsored by the US Army Corps of Engineers and the Naval Facilities Engineering Command.*
   3. Area of responsibility and authority for each person in the quality control organization.
   4. A listing of outside organizations, such as testing laboratories, architects, and consulting engineers that will be employed by the Contractor, and a description of the services these firms will provide.
   5. Procedures for reviewing all shop drawings, samples, certificates, or other submittals, including the names of the persons authorized to sign the submittals for the Contractor.
   6. An inspection schedule, aligned to the installation schedule, indicating necessary inspections and tests, the names of persons responsible for the inspections and tests, and the time schedule for each inspection and test.
   7. The procedures for documenting quality control operations, inspection, and testing, with a copy of all forms and reports to be used for this purpose. The Contractor shall include a status log listing all submittals required by the inspection plan and stating the action required by the Contractor or the ordering agency. The Contractor shall also prepare and maintain a testing plan that shall contain a listing of all tests required by the TO and this IDIQ contract.
   8. The Quality Control Inspection Plan shall be submitted to the ordering agency for review and approval as a separate stand-alone document at the same time as the required Design and Construction Package, after award of the TO. Construction activities shall not commence until the agency approves the Quality Control Inspection Plan.
   9. Final quality control records shall be consolidated and provided to the authorized ordering agency official(s).

#### E1.2 Commissioning Plan

The commissioning plan must be fully implemented, and a written commissioning report provided, confirming achievement of design intent, must be received by the Agency prior to a request for Final Inspection.

#### E1.3 Request for Inspection

The Contractor shall notify the Agency contracting officer no less than *XX* working days in advance of ECM(s) installation completion by submitting a written request for inspection. The request shall identify the location, describe the ECM(s) installed, schedule testing of the ECM(s) for verifying energy savings performance, and recommend dates for inspection.

E1.4 Agency Inspection

The Agency shall provide a written response to the Contractor of the scheduled date and time for agency inspection within *XX* working days after receipt of the Contractor notification of ECM installation completion and request for inspection.

#### E1.5 Punch List Items

The Agency and Contractor shall jointly inspect ECMs to facilitate mutual agreement on satisfactory T.O. ECM implementation. As a result of the inspection, and if necessary, the authorized Agency official will identify a punch list of items to be resolved (if any) before the ECM is accepted. The punch list will be provided to the Contractor for correction/resolution within *XX* working days after the inspection. During the time after the punch list is finalized, any additional *punch* list items identified will be handled as a post-acceptance warranty issue.

### E2. Acceptance

#### E.2.1 Title and Ownership

Title to and ownership of all work required under the UESC shall pass from the Contractor to the Agency upon the satisfactory completion and acceptance of ECM(s). Upon title transfer, the Contractor will promptly furnish all documents necessary to (A) cause title to all components of the ECM to pass to the Agency, free and clear of any encumbrances (e.g., liens), and (B) assign all warranties for the ECM equipment to the Agency.

ECMs may be partially accepted to capture construction period savings.

***Elective Language – include if construction period savings are incorporated into TO***

*Include to provide a start date for accrual of construction period savings.*

#### E.2.2 Partial Project Acceptance

After the Contractor notifies the agency CO that one or more ECMs and any related punch list items have been completed in accordance with Section E1, the CO will review the notification and, if approved, the Agency shall provide a notice of acceptance within 5 working days after the inspection. The Agency shall witness the commissioning and testing of the ECM(s) and provide a Letter of Partial Acceptance to the Contractor upon approval of the commissioning and testing results. Partial acceptance of the ECM(s) does not relieve the Contractor from ECM performance throughout the term of the contract.

***Note to Agency:*** *The CO may agree to pay the Contractor for accepted ECM(s), with verified construction period cost savings, through Cx and M&V as specified in this T.O. prior to a construction period Contractor payment. Construction period Contractor payments shall reduce the project total amount financed (principal) and related debt service payments during the T.O. post-acceptance performance period. The partial acceptance process should be agreed upon at the time of T.O. award. All construction period savings shall be paid upon full project acceptance at the time of the acceptance modification.*

E2.3 Full Project Acceptance

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

1. Acceptance by the agency CO of the Contractor’s post-construction report.
2. Acceptance by the agency CO of Contractor’s ECM Commissioning report.
3. The project inspection is conducted pursuant to Section E1; and
4. Submission of additional Order requirements prior to acceptance:
5. Operations work procedures provided.
6. Preventive maintenance work procedures documented and provided.
7. O&M manuals and spare parts lists delivered.
8. Training (as specified in the contract Order) delivered and filmed when required.
9. As Built Drawings (Record Drawings) completed and delivered.

E2.4 Report Submittal Schedule

The Contractor shall deliver report submittals and the agency will provide reviews for acceptance.

Table 8. SUBMITTAL SCHEDULE EXAMPLE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplies/Services CLIN** | **Inspect At Destination** | **Inspect By Government** | **Accept At Destination** | **Accept By Government** |
| **0001** |  |  |  |  |

[End of Section E]

## Section F – Deliveries or performance

*Specify requirements for time, place, and method of delivery for deliveries or performance. (See subpart 11.4 delivery or performance schedules, and 47.301-1).*

### F.1 FAR Clauses

F.1.1 Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998) and Full Text.

Table 9. Full Text Clauses

|  |  |  |  |
| --- | --- | --- | --- |
| **Clause** | **Date** | **Title** | **Number** |
| **52.242-15** | **AUG 1989** | **Stop-Work Order** |  |
| **52.247-34** | **NOV 1991** | **F.O.B. Destination** |  |
| **52.211-10** | **APR 1984** | **Commencement, Prosecution, and Completion of Work** |  |

The Contractor shall be required to

(a) commence work under this contract In Accordance with Section F;

(b) prosecute the work diligently, and (c) complete the entire work ready for use not later than *XX* Date as specified as the Period of Performance in CLIN *X*, Construction Services.

### F.2 The Construction Period

The time stated for completion shall include final cleanup of the premises. Performance Period shall be *X* years and *X* months from issuance of the acceptance modification.

### F.3 Task Order Period of Performance

The total task order duration is *X* -years and X months, specifically:

a. The Construction period shall be *X* years and *X* months (from date of award). During this time the

contractor shall install all improvements included in Section C of this task order and meet all requirements in Section E.2.

### F.4 Work Schedule

The Contractor shall schedule work to minimize any interference with Government operations. The Contractor shall commence and complete performance of the work within the construction period of performance for the contract, or any modification thereto. The contractor shall provide written notice to the Contracting Officer when it is apparent the work executed under the contract will not be completed in accordance with the construction schedule incorporated in the contract. Such notification shall include the nature and duration of the delay and the impact on the project critical path. No extension to the construction period of performance, except for excusable delays, will be granted without adequate consideration. Delivery or performance extensions shall be in the form of written contract modifications. The Government is in no way obligated to grant a delivery or construction period performance extension unless the delay was excusable and only to the extent that the reason for the excusable delay directly impacted the delivery or performance of the Contractor.

### F.5 Excusable Delays

Except for default of the Contractor or subcontractors at any tier, excusable delays in performance of the contract shall be in accordance with the termination clause in the contract award. The contracting officer will specify the applicable FAR clause (e.g., FAR clause 52.249-8, Default (Fixed-Price Supply and Services) and/or FAR clause 52.249-10, Default (Fixed Price Construction Contracts). Under the Termination for Default clauses, excusable delays are those arising from unforeseeable causes beyond the control of the Contractor or its subcontractors at any tier and without the fault or negligence of the Contractor or its subcontractors. Examples of Excusable Delays are: (1) Acts of God or of the public enemy, (2) Acts of the Government in either its sovereign or contractual capacity, (3) Acts of another Contractor in the performance of a contract with the Government, (4) Fires, (5) Floods, (6) Epidemics, (7) Quarantine restrictions, (8) Strikes, 9) Freight embargoes, (10) Unusually severe weather.

### F.6 Management of Work during the Implementation of the UESC

The Contractor shall provide a Project Manager who will be responsible for all aspects of construction projects. The Project Manager shall:

1. Establish and maintain a schedule of all construction activities.
2. Actively supervise and review work in progress.
3. Schedule regular coordination meetings with the Contracting Officer’s Representative, and other Government personnel and provide periodic progress updates between meetings.
4. Ensure the smooth flow of communication and rapid resolution of potential problems.

### F.7 Construction Plan

The Contractor shall provide a construction plan, certified by a registered professional engineer. The construction plan shall comply with all applicable Federal, State, and local laws, codes, and regulations.

### F.8 Site Plan

A site plan shall be prepared for Agency review and approval for all ECMs that involve installation outside existing buildings or structures. Contractor shall propose alternate sites for review in case the primary site is unavailable.

### F.9 Place of Performance

Place of performance shall be as specified in this T.O.

### F.10 Quality Control Plan

The Contractor is responsible for quality control efforts for the Project and shall submit a Quality Control Plan (QCP) to the Agency prior to the award of an Order detailing the procedures, instructions, and reports to be used by the Contractor to assure compliance with the terms of the Order. The Agency is responsible for Quality Assurance Surveillance and will develop its own Quality Assurance Surveillance Plan (QASP). The QASP is based on the premise that the Contractor, and not the Agency, is responsible for management and quality control actions to meet the terms of the contract. The QASP verifies that the contractor’s Quality Control is effective and should never put the Agency in a position to perform inspections for the Contractor. The QCP shall be submitted to the COR within *X* calendar days following the award of the Order. The QCP shall be approved by the COR prior to the start of any on-site work. The Agency shall include the required content of the Contractor QCP.

### F.11 Deliverables and Submittals

Data shall be delivered in accordance with the schedules and distribution specified on the Contract.

The Contract Data Requirement List (CDRLs) is listed below. If the contractor submitted CDRL is congruent, complete, and comprehensive, the Government shall review within 30-calendar days (unless otherwise identified) from date of receipt, and classify the submittal: disapproved, amend and resubmit, or accept each CDRL.

*(Agency to add data deliverables as specified elsewhere in the task order in accordance with the below schedule)*

Table 10. CDRL List

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| CDRL | Title | REF | Frequency | Submission Date | Copies | Distribution |

[End of Section F]

# Section G – Contract Administration

[Insert contract administration information]

Include any required accounting and appropriation data and any required contract administration information or instructions other than those on the solicitation form. Include a statement that the Contractor should include the payment address in the proposal, if it is different from that shown for the Contractor.

*Also include the requirements for financing, termination details and corresponding payments taken from eProject Builder, capital cost less, and instructions for submitting request for payment.*

### G.1 Payments

*Only include the following statement if guaranteed savings are incorporated into the Task Order*: The life-cycle energy and related savings from the implementation of the UESC, shall produce financial savings to the Agency that are equal to or greater than the cost of implementing the UESC, including the cost of financing for each year of the contract.

#### G.1.1 Payment

***Note:*** *If the project will be financed, prior to award of the contract, the Agency will determine the frequency of the payments (e.g., monthly, quarterly, or annually). Payments made at the beginning of each contract year will result in lower interest rates. The payment schedule as accepted by the Agency will be incorporated into the contract award by Attachment. The payment schedule shall be established to enable Agency payments to be equal to or lower than the estimated (or guaranteed) savings to be realized from implementation of the UESC over the term of the contract. Projects funded with appropriations will be paid in accordance with the applicable FAR payment clause contained in the contract.*

G1.2 Invoices

***Note:*** *The Agency**will specify in the contract how invoices are to be submitted. The content of each invoice shall contain the documentation specified in FAR Part 32.905.*

G.1.3 Method of payment

***Note:*** *The Agency**will specify in the contract how payments will be provided.*

### G.2 Incentives

***Note:*** *When utility and/or other incentives are available and have been applied for by the Agency or other appropriate party and such funds have been set aside, the Contractor shall provide a separate letter of Agreement to the contracting officer clarifying timelines and responsibilities of both parties.*

The Contractor shall also be responsible for determining the source, value, and availability of any applicable financial incentives applicable to the project offered by the utility, state and/or others in which the facility is located, and if the value of the incentives exceed the administrative costs to be incurred by the Contractor or the Agency in acquiring such incentives.

The Contractor shall provide the contracting officer all documentation required to apply for any such applicable financial incentives and to effectively apply such incentives to the capital cost of the project. Depending on Agency policy or regulations, Agency will determine the methods of accepting rebates. Some Agencies have accepted rebates in the following manner:

Option 1: Utility shall apply incentive(s) to reduce the capital cost of the project or;

Option 2: Where allowable, the Agency may assign incentive to a third party to reduce the construction costs and thereby reducing the total amount financed or;

Option 3: Incentive may be accepted as a credit on the Agency utility bill.

### G.3 Commencement of Payments

In accordance with FAR Clause 52.232-25 (or other applicable FAR Part 32 payment clause), Agency payments for the Task Order shall begin on the date of the first properly executed invoice following the 30-day period after the Agency takes possession of all or part of an UESC as provided in FAR clause 52.236-11, Use and Possession Prior to Completion, and after agency acceptance as defined in the Order.

### G.4 Assignment of Claims Act

***Note:*** *Execution of an Assignment of Claims reduces the risk to the financier, and typically results in a lower finance rate for the Agency. The Agency may prohibit the Assignment of Claims if the agency determines the prohibition to be in the Government’s interest. The contractor may request, and the government may make Assignment of Claims for UESC payments to a third party in accordance with FAR 32.805.*

The prime Contractor continues to be responsible for the execution of the contract requirements regardless of an Assignment of Claims.

### G.5 Contract administration representatives

***Note:*** *The Agency**will specify in the contract any contract administration points of contact. Examples include program analysts responsible for invoice processing.*

[End of Section G]

## Section H – Special Contract Requirements

*Include a clear statement of any special contract requirements that are not included in Section I, Contract clauses, or in other sections of the uniform contract format.*

### H.1 Financial Incentives

*As allowable and encouraged under 42 USC Section 8256, agencies are authorized and encouraged to accept any incentives, goods, and services generally available to customers of such utility. Incentives may include arranging for third-party financing of project, providing rebates from the Contractor’s utility program, assistance to the Agency in obtaining incentives from the State, manufacturers, and/or any other assistance that may be available. Such incentives should be identified early in the UESC development process and updated in the TO Schedules prior to the Task Order award.*

### H.2 Cost Estimate

#### H.2.1 Evidence of Competition

The Contractor, its subsidiaries, or affiliates, including unregulated affiliates, may perform all or some of the requirements of the contract or obtain the required services through Subcontractors. In accordance with FAR Clause 52.244-5, the Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

The Contractor will document evidence of competition in subcontracting showing all subcontractors solicited for an ECM, and the subcontractors who were determined by the Contractor to be responsible and responsive to the Contractor’s solicitation and the prices from each subcontractor. The Contractor shall provide its rationale for selection of the subcontractor for each specific ECM.

If unable to obtain competition, the Contractor shall provide documentation and justify why adequate price competition was not obtained in accordance with FAR 44.202-2(a)(5) and why no other subcontractor can perform the requirement. Additionally, the offer from a sole respondent must provide detailed breakout of all costs for contracting officer’s review. The detailed breakout of pricing shall include the following elements, and other information as required by the Contracting Officer:

1. Total equipment and materials costs including quantity, installation, and markup.
2. Construction costs including the following:
3. Labor category for each party performing work.
4. Rate of pay for each labor category.
5. Estimated labor hours for each labor category.
6. Fringe benefit type, cost, and percentage.
7. Overhead cost and percentage.
8. General & administrative cost and percentage.
9. Total cost.

Subcontractor selection shall be based on cost, experience, past performance, reliability, and such other factors as the Contractor may deem appropriate so long as such factors are reasonably related to the Government’s minimum needs. In no event may such services be provided by subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to FAR 9.404 (see <https://sam.gov/search/>). Upon request by the Government, the Contractor shall make available to the Contracting Officer all documents related to the selection of a subcontractor.

The Contractor shall ensure competition among three or more reputable financiers specializing in financed energy projects at federal facilities. The Contractor shall request essential details using common terms rates offered, total estimated finance costs, and an estimated payment schedule. The Contractor will analyze and select the most advantageous offer and make the offers and selection decision available to the Agency. The Agency may request further details and a discussion with the selected financier to clarify details of the offer e.g., rates, adders, and/or perceived risks to finance the project.

***Note to Agency:*** *See ESPC resources for the* [*Investor Deal Summary*](https://www.energy.gov/eere/femp/downloads/2008-investor-deal-summary-template-idiq-attachment-j-11) *and the* [*Standard Finance Offer*](https://www.energy.gov/eere/femp/downloads/standard-financing-offer-template-idiq-attachment-j-12) *at* [*https://www.energy.gov/eere/femp/downloads/2008-investor-deal-summary-template-idiq-attachment-j-11*](https://www.energy.gov/eere/femp/downloads/2008-investor-deal-summary-template-idiq-attachment-j-11)*; and* [*https://www.energy.gov/eere/femp/downloads/standard-financing-offer-template-idiq-attachment-j-12*](https://www.energy.gov/eere/femp/downloads/standard-financing-offer-template-idiq-attachment-j-12)*. UESC versions of the IDS and SFO will be posted on the* [*UESC Resources Page*](https://www.energy.gov/femp/resources-implementing-federal-utility-energy-service-contracts) *in FY23.*

Elective Language

### H.3 Cybersecurity Requirements

Note to Agency: Integrate agency requirements for cyber security. References can be found at <https://www.energy.gov/eere/femp/cybersecurity-considerations-performance-contracts>.

Legal and regulatory cybersecurity requirements provide the framework for federal and agency-specific policies and conditions for cybersecurity across federal facilities. These include, but are not limited, to:

* E-Government Act (Public Law 107-347)
* Federal Information Security Management Act of 2014, as amended (to include P.L. 113-283)
* Executive Order 13800: Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
* National Institute of Standards and Technology (NIST) Cybersecurity Framework Version 1.1
* NIST's Federal Information Processing Standards
* All other applicable cybersecurity guidance and best practices as laid out in other NIST Special Publications
* All cybersecurity requirements and policies of the contracting federal agency.

FEMP Federal project executives (FPEs) can advise agencies on including cybersecurity control terms and conditions in their ESPCs or UESCs starting with acquisition planning through project development and post-award review.

***Elective Language***

### H.4 Preliminary Assessment (PA)

***Instructions:*** *include PA content only when the T.O. is for the PA.*

#### H.4.1 Investigation

The PA will include identification and recommendations of commissioning or retro commissioning opportunities.The agency and contractor will set a time for a kickoff meeting.

#### H.4.2 Preliminary Assessment Deliverables

The preliminary assessment report shall contain the following information:

1. Draft eProject Builder financial schedules generated by the initialization of a new project in eProject Builder.
2. A summary table with recommended measures and listing savings estimates, implementation costs, and simple payback.
3. A table of buildings investigated during the PA with each building's name, number, building type, total square footage, electric/gas/water utility meter (including ID #) serving the building and hours of operation.
4. Summary of utility costs (tariff number/name and detailed rate information including demand charges, peak/off peak rates, etc.), whether the applicable tariff will change based on preliminary electricity usage changes and whether the site is eligible for other tariffs that the site should consider.
5. Summary of findings, including:
6. A prioritized list of ECM recommendations, including decarbonization, electrification, recommissioning/retro commissioning, demand response and load shifting opportunities.
7. ECM descriptions.
8. Initial ECM installed cost estimates.
9. Initial energy, water, and cost savings estimate (including O&M cost savings)
10. Initial GHG emission savings estimate.
11. A list of ECMs investigated that are not recommended and why they are not recommended.
12. A high-level Performance Assurance Plan outline.
13. An initial energy & water usage baseline.

***Instruction:*** *The agency will review and provide comments on the preliminary assessment.*

#### H.4.3 ECM Selection

The agency will select ECMs and WCMs to be included in the IGA.

***Elective Language***

***Instruction:*** *include IGA content only when the T.O. is for the IGA. The Agency must obtain a commitment of funds for the full costs of the IGA development if the Agency, for any reason, does not implement the project (unless negotiated otherwise with the Contractor).*

### H.5 Investment Grade Audit (IGA)

Measures selected by the agency will be further detailed with engineering analysis and cost estimates based on subcontractor competition and in accordance with solicitation provisions and clauses. The IGA report will document the ECMs considered, detailed energy, water, and GHG savings calculations; rationale for ECM recommendation or exclusion; and implementation costs with documentation of multiple subcontractor bids for each ECM as noted below.

#### H.5.1 ECM Performance Requirements

*Instruction: Include agency specific equipment performance requirements.*

#### H.5.1.1 Environmental and Lighting Conditions

As appropriate, installed ECMs shall comply with agreed upon affected occupied space condition setpoints. Space condition setpoints may include acceptable temperature and humidity ranges, allowable setbacks, noise criteria, air quality parameters, lighting levels, and other related factors, as agreed to between the Agency and the Contractor. At a minimum, where automated controls of lighting or environmental conditions are to be installed, the Agency must have the ability to, or during the implementation period direct the Contractor to, respond within a specified time to temporarily override the heating, ventilating, and air-conditioning (HVAC) and lighting systems.

#### H.5.1.2 Agency Facility Standards

The T.O. ECM performance requirements must align with the Agency’s Standards including master specifications applicable to the Work. As mutually agreed, by the Contractor and the Government, the Agency’s facility Standards take precedence if there is a conflict.

#### H.5.1.3 Lighting Systems

Illumination levels of installed lighting systems under this T.O. will meet or exceed current illumination levels or the designed illumination levels where inoperable lighting fixtures are found by the Contractor. Recommended changes to existing conditions must be submitted in writing during investigation to be considered for engineering and design.

#### H.5.2 IGA Deliverables

The Contractor’s IGA proposal shall include the following:

1. Cover letter.
2. Executive summary
3. Project objectives and priorities
4. Conditions and observations relative to the project
5. ECM table with savings and implementation costs. Include ECM name with description, size (e.g., 1 MW photovoltaic system), installed cost, energy/water and O&M savings, cost savings, GHG emission savings, simple payback.
6. Task Order financial schedules using the eProject Builder system that include the following:
   1. Summary schedule with basic project information
   2. Annual dollar savings escalation rates
   3. Schedule #1(u) – UESC cost savings and payments
   4. Schedule #1 – Cost savings and payments (guaranteed cost savings)
   5. Schedule #2a – Implementation price by ECM
   6. Schedule #3 – Performance period cash flow
   7. Schedule #4 – First year estimated cost savings by energy conservation measure.
   8. Schedule #4g – Greenhouse gas (GHG) emissions by energy conservation measure
   9. Schedule #5 – Cancellation ceilings
7. Technical proposal
   1. A table of facilities investigated during the PA and IGA; with each building's name, number, building type, total square footage, electric/gas/water utility meters (including ID #) and hours of operation.
   2. A list of ECMs investigated and not recommended and why they are not recommended.
   3. A detailed description of each ECM, baseline demand and consumption, design with performance metrics, savings calculations.
   4. Description and evaluation of existing energy management control systems (EMCS), building automation system (BAS), or energy management information system (EMIS)
   5. Description/location of any relevant sub-meters or advanced metering systems
   6. Results of sub-metering data analysis
   7. Financial incentives including whether incentives are held in reserve by the Contractor.
   8. Optional tariffs available.
   9. Scope 1 GHG (CO2 and other emissions such as hydrofluorocarbons HFC if applicable) emission reductions and avoided Scope 2 GHG emissions, including calculation methods.
   10. Reductions in other air pollutants (such as SO2, NOx, CO, hydrocarbons (HC) particulates less than 10 microns in size) and toxic compounds
8. Performance Assurance Plan
   1. Add all elements of Performance Assurance Plan.
9. Other
   1. Summary of utility costs (tariff number/name and detailed rate information including demand charges, peak/off peak rates, etc.), whether the applicable tariff will change and whether a tariff change is recommended (if optional).
   2. Map of site with location of all ECMs.
   3. Preliminary drawings identifying areas within buildings that will be affected by the contract.
   4. Any identified hazardous materials that will be impacted by project and methods to mitigate contamination risks.
   5. ECM analysis methodology

#### H.5.3 Funding the Investment Grade Audit (IGA)

Given the intent to obtain third-party financing for this project, the Agency may request the Contractor roll the cost of the IGA into the final negotiated contract price. *Note to Agency:* *The payment terms, if any, should the Agency decline to proceed with a T.O. after the contractor has provided an implementable IGA, should be addressed in the Agency’s formal request for an IGA. This ensures the contractor is given advance notice of the Agency’s ability to decline to proceed without any payment (specify whether no IGA payment will be regardless of the reason not to move forward with the UESC or only if the UESC project is not cost-effective) or consideration after the Agency receives the IGA. The formal request for the IGA should also specify whether the agency can use the IGA if they do not proceed.*

#### H.5.4 ECM Selection

The agency will select ECMs and WCMs to be included in the task order request for proposal (TORFP).

***Instruction:*** *The agency will review and provide comments on the IGA.*

### H.6 Availability of Utilities

The Agency will furnish reasonable amounts of water, electricity, and natural gas at existing outlets as may be required for the work to be performed under the resulting contracts. The Contractor, at their expense and in a workmanlike manner satisfactory to the COR, shall install and maintain all necessary temporary connections, meters, and distribution lines. Information concerning the location of existing outlets may be obtained from the COR. The Contractor shall remove all temporary connections, distribution lines and associated equipment upon completion of the work. If a permanent relocation of utilities is required, the Contractor shall provide drawings to show the requested relocations.

### H.7 Contractor Furnished Material

The Contractor shall provide all materials, supplies, equipment, and transportation to the site (F.O.B. destination) necessary to perform the work as specified in the contract. Materials provided shall be of standard industrial grade and quality, unless otherwise specified. All materials shall be compatible with, and operate safely within the design parameters of, existing systems equipment. The materials furnished by the Contractor shall conform to all applicable Federal specifications and shall be approved for use by the Contracting Officer or their designated representative.

*The contracting officer will include the applicable Buy American Act FAR clause in full text in the solicitation and the contract award.*

#### H.7.1 Salvage

The following Government equipment and materials will be removed or disconnected during the contract implementation period and as identified, shall remain the property of the agency and labeled and stored according to the following table:

Table 11. Salvaged Equipment and Material

|  |  |  |  |
| --- | --- | --- | --- |
| **ECM #** | **Government equipment**  **Or materials** | **Labeled** | **Storage** |
|  |  |  |  |
|  |  |  |  |

Any removed/disconnected equipment and materials not to be stored or relocated, and all debris resulting from work under this T.O., shall be removed from the site by the Contractor at its expense, unless otherwise specified in this T.O.

#### H.7.2 Shipments

Supervision of packing, unpacking, and placement of equipment and systems shall be the responsibility of the Contractor.

#### H.7.3 Delivery and Storage

In accordance with FAR Clause 52.236-10 Operations and Storage Areas, the Contractor shall properly store, adequately protect, and carefully handle all equipment and materials to prevent damage to them before and during construction.

### H.8 Compliance with Building Codes and Standards

For work requiring alteration to a facility, the Contractor shall provide certification by a registered architect or professional engineer, as applicable, that all ECMs comply with all applicable building codes and standards prior to approval of the ECM.

#### H.8.1 Acquisition of Permits

The Contractor shall provide, at their expense, all permitting documentation and obtain all necessary permits required by all Agency and authority having jurisdiction (AHJ) regulations. Permit costs, if applicable, are an allowable cost and should be included in the UESC proposal.

### H.9 Facility Regulations

The Contractor and their employees shall be knowledgeable of and observe all Agency regulations, posted or otherwise. A copy of Facility regulations may be obtained from the COR upon request.

### H.10 Fire Prevention

The Contractor shall ensure that their employees know the proper procedure to report a fire. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste, and trash. Contractor employees operating combustible equipment shall be trained to properly respond during a fire alarm or fire in accordance with the Building/Facility Regulation.

#### H.10.1 Hot Work or Burning Permits

The Contractor shall obtain a permit from the appropriate site Fire Department prior to performing any hot work or burning.

### H.11 Environmental Protection

#### H.11.1 Compliance with Environmental Laws

The Contractor shall comply with all applicable federal, State, and local laws, regulations, and standards regarding environmental protection. All environmental protection matters shall be coordinated with the COR or their designated representative. Inspection of any work conducted by the Contractor may be accomplished by authorized Agency officials on a no-notice basis. In the event a regulatory agency assesses a monetary fine against the Agency for violations caused by Contractor negligence, the Contractor shall reimburse the Agency for the fine and other associated costs. Such amounts may be withheld from any monies due the Contractor. The Contractor shall immediately notify the COR of and immediately clean up, in accordance with all federal, State, and local laws and regulations, all oil spills, hazardous wastes, and hazardous materials resulting from their operations. The Contractor shall comply with the instructions of the Agency with respect to avoidance of conditions which create a nuisance, or which may be hazardous to the health of military or civilian personnel.

#### H.11.2 Environmental Permits

Unless otherwise specified, the Contractor shall obtain, at its expense, all required environmental permits necessary to comply with all applicable AHJ, federal, State, and local requirements prior to implementing any ECM. The cost for this effort, if applicable, is an allowable cost and should be included in the UESC proposal.

#### H.11.3 Spill Prevention Compliance

The Contractor shall comply with the requirements of the latest edition of the Facility Spill Prevention Control and Countermeasures Plan. This plan will be made available to the Contractor upon request.

#### H.11.4 Asbestos

The Contractor may propose an ECM that involves the removal of asbestos containing material, incidental to implementation of the ECM. The Contractor shall perform all testing, removal, and abatement of the asbestos. All costs for testing, removal and abatement shall be included in the cost and economic analysis of the ECM.

#### H.11.5 Unintentional Disturbance of Asbestos Containing Material

Should the Contractor disturb suspected asbestos containing material during implementation of an ECM, the Contractor shall immediately stop work, take measures to reduce Contractor and building personnel exposure, and immediately notify the building personnel and the Contracting Officer of the asbestos condition and location. The Agency will be responsible for testing to determine if the material contains asbestos. The Agency may modify the contract to obtain the required testing services. The Agency may remove and dispose of the material at its expense or direct the Contractor to remove and dispose of the material at an equitable, negotiated cost. The Agency may also direct the Contractor to restore the affected site to its original condition rather than proceeding with an ECM.

### H.12 Safety

All work shall be conducted in a safe manner and shall comply with the requirements in FAR 52.236-13, Accident Prevention, and the agency’s policy as noted in (*list applicable agency policies\**) safety program requirements. The Contractor shall deliver a safety and health plan, as well as an activity hazard analysis plan prior to the start of work for discussion and approval. The Contractor's on-site workplace may be inspected periodically for compliance with OSHA and other governing safety standards. Corrective actions for violations shall be the responsibility of the Contractor and/or the Agency. The Contractor shall fully participate in an inquiry or investigation conducted by the agency and/or federal or State OSHA inspector, if a complaint is filed. Any fines levied on the Contractor by federal or State OSHA offices due to safety/health violations will be paid promptly by the Contractor. The Contractor shall provide an incident report to the Agency of all accidents including descriptions of any Agency property or equipment damaged by Contractor or subcontractor employees, at any tier.

*\*Note: For example, DoD projects may be required to comply with the Army Corps of Engineers Safety Manual (EM385-1-1 latest edition).*

### H.13 Handling of Polychlorinated Biphenyls (PCBs)

Any work involving PCBs shall be accomplished in accordance with the Toxic Substance Control Act and regulations adopted pursuant to the same, specifically 40 CFR Part 761.

#### H.13.1 Transformer Removal

Transformers, or any components potentially containing PCBs, shall not be removed until the PCB concentration level is known. The Agency will provide all available records on file to assist in determining the level of PCBs. All transformers, regardless of PCB concentration levels, shall be lawfully disposed of by the Contractor in accordance with all federal, State, and local environmental laws and regulations. Transformers with PCB concentration levels greater than 50 ppm shall be considered PCB contaminated and handled as follows:

1. (a) Upon removal from service (disconnection and removal from pole or pad/vault mount) all PCB contaminated transformers shall be marked to indicate the exact date of removal.
2. (b) Should temporary storage of any transformer become necessary, the transformers shall be placed in the Contractor’s assigned storage area and be properly stored to prevent spills.
3. (c) Transformers stored in the contractor’s assigned storage area shall be inspected at least daily by the contractor to determine if any fluid spills have occurred. An inspection log shall be kept on site and made available to the Agency at any reasonable time.

#### H.13.2 Oily Wastes

Oils with PCB concentration levels of greater than 2 ppm shall be lawfully disposed of by the Contractor at a waste disposal site which complies with all federal, State, and local environmental laws and regulations and which is a U.S. Environmental Protection Agency (EPA) licensed Treatment, Storage and Disposal facility.

#### H.13.3 Transformer Spill Response Procedures and Responsibilities

The Contractor shall adhere to all federal, State, and local laws and regulations in the event of a transformer spill. The Contractor shall treat all spills of transformer fluid as PCB contaminated unless testing has shown otherwise. In the event of a spill of transformer fluid, the contractor shall immediately contact the designated COR, and inform them of the type, quantity, and location of the spill. The Contractor shall be solely responsible for all spills of transformer fluid caused by the Contractor. Such responsibility includes cleanup and disposal of spilled fluids and contaminated material, at the Contractor’s expense.

### H.14 Disposal

Debris, rubbish and non-usable material and equipment that is removed or disconnected shall be removed from Agency property and lawfully disposed of by the Contractor. Salvageable material that is to remain the property of the Agency is identified in the individual contracts.

#### H.14.1 Hazardous Wastes

Hazardous wastes resulting from ECM implementation will be disposed of by the Contractor in accordance with all federal, State, and local laws and regulations. The Contractor shall properly containerize and label the hazardous waste, per Department of Transportation (DOT) regulations. The contractor shall also provide a chemical analysis of the hazardous waste necessary to complete the shipping manifest. The Facility’s EPA generator number will be used to complete the manifest and the Agency’s environmental compliance officer shall sign the manifest prior to transporting the waste to the disposal site. The waste shall be transported by a certified hazardous waste hauler.

#### H.14.2 Disposal of Nonhazardous Waste

Nonhazardous debris, rubbish and unusable material resulting from the work shall be removed from agency property and recycled or properly disposed of by the Contractor unless otherwise specified in the Order.

#### H.14.3 Disposal of Lighting Ballasts

The Contractor shall dispose of all lighting ballasts in accordance with all applicable federal, State, and local laws and regulations. In the event of a spill of ballast fluid, the Contractor shall immediately contact the Agency’s Fire Department. The Contractor shall be solely responsible for the cost of cleanup of all spills caused by the contractor.

### H.15 Security Requirements

Security requirements at federal sites shall be identified prior to start of work. Minimum requirements include the following requirements for the Contractor and all Subcontractors who will be performing work:

**Passes and Badges** – The Contractor shall obtain the required employee and vehicle badges and passes for the project site prior to the start of on-site work. Badges will be issued without charge, and the badges must be worn and kept clearly visible while on site. When an employee leaves the Contractor's service, or when access is no longer required, the employee's badge and vehicle pass shall be promptly returned to the Contractor.

**Contractor Vehicles** – Each Contractor vehicle shall adhere to requirements regarding issuance and visual display of the Contractor's name.

**Contractor Access to Buildings** – It shall be the Contractor's responsibility to notify and work with agency personnel to obtain authorized access to specific buildings on the project site.

**Contractor Access to Secure Areas** – Certain facilities or areas of a project site may require that the Contractor and its employees have an escort, and/or place limits on the days and times that the Contractor and its employees may work in these areas. The Order will identify any such secure areas and any unique access requirements.

**Security Clearances** – Security clearance requirements will be specified by the agency.

***Agency-Specific Requirements*** *– The agency may specify additional and/or different security requirements, as needed.*

### H.16 Citizenship Requirements

No employee or representative of the contractor will be admitted to the site of work unless he is a citizen of the United States, or, if an alien, their employment within the United States is legal and in accordance with agency security requirements at the work site. The Contractor shall remove from the Facility any individual whose continued employment is deemed by the COR to be contrary to the public interest or inconsistent with the best interests of security at the activity.

### H.17 Relationship of Parties

The Agency acknowledges that the Contractor’s employees and any Subcontractor shall each perform their work as independent contractors and Agency shall have no direct control and supervision of contractors’ employees, who shall not be considered employees or agents of the Agency for any purpose. The contractor, in its negotiations with subcontractors, will ensure that the Agency will be the direct beneficiary of all product and service guarantees and warranties.

### H.18 Renewable Energy Certificates (RECs) and Emission Credits

All RECs and emission credits generated by virtue of contracts executed under this Agreement shall be the property of the Agency, unless otherwise specified in the contract.

### H.19 Agency Responsibilities

#### H.19.1 Equipment Failure beyond the Manufacturers’ Warranty

In the event of equipment failure beyond the manufacturers’ warranty period, the equipment will be repaired or replaced with comparable equipment by the Agency, unless otherwise negotiated in the T.O.

#### H.19.2 Damage by Agency Personnel

In the event equipment installed under this task order is damaged or broken because of actions by Agency personnel, the Agency will replace the broken or damaged equipment with identical or comparable materials within a reasonable time period.

#### H.19.3 More Efficient Equipment

The Agency may replace equipment installed under this task order with more efficient equipment as it becomes available. If such replacement occurs, the Contractor will be granted credited energy savings and specific credits for replaced equipment will continue to appear in future payments for each piece of Contractor installed equipment the Agency replaces during the performance period. Any equipment installed post acceptance shall meet or exceed the performance parameters of the originally installed equipment.

#### H.19.4 Laydown Area

The Contractor may request a laydown area to store materials and/or locate a temporary office trailer. The size and location of the area will be approved by the COR. A written request shall be made to the COR at least thirty calendar days in advance of the requirement. Use of the area will be solely at the Contractor’s risk. The Contractor may fence the outdoor storage area at their own expense. The Contractor shall be permitted to locate one truck/trailer or delivery van at each facility in which work is being conducted for storage during contract performance. Each trailer/storage area shall have an emergency points-of-contact and phone number listing identified at the site.

### H.20 Contractor Interface with Other contractors and/or Government Employees

The Government may award contracts to other contractors for work to be performed at an agency site. The Contractor shall cooperate fully with all other on-site contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the agency CO or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

### H.21 Payment of Implementation Costs in the Event of a Termination for Convenience

In the event of Task Order termination for convenience of the Government, FAR 52.249.2 will apply.

Section (g)(1) of that clause states: “If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under this clause: (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.” At the end of the construction phase the government will accept the ECMs through contract modification. This acceptance will constitute completion for the purposes of section FAR 52.249.2(g)(1) of the goods and services rendered to install and commission the ECMs. For the purposes of FAR 52.249-2, the contract price for completed installation of all ECMs is the following sum: \_\_\_\_\_\_\_\_. Accordingly, in the event of a termination for convenience, the contractor will be paid the contract price for completion of the construction phase as adjusted for any monies paid and charges for incomplete or noncompliant work, changes to the scope of work, or any claim which the Government has against the Contractor. The phrase “monies paid” as used in paragraph does not include amounts paid for performance period maintenance, operations, and repair. The contractor may prepare a table which shows how that figure will be reduced over time for monies paid and submit that table as an exhibit. In addition to the amounts addressed in H.6 above, the contractor may claim for any other costs incurred pursuant to the termination for convenience clause including interest incurred. FAR section 31.205-20 shall not be applied to render interest an “unallowable” cost.  *Note: If a cancellation ceiling is included as part of the contract describe which attachment the termination (or cancellation) schedule is located. The cancellation schedule generated from eProject Builder is Schedule 5.*

### H.22 Protection of Financier’s Interest for Task Orders

The agency permits the financing source to establish a security interest in the installed ECM(s), subject to, and subordinate to, the rights of the agency.

To provide protection of any financier’s interest, the contractor may be required to assign to its lenders some or all of its rights. The agency will consider:

1. Requests for assignments of monies due or to become due, provided the assignment complies with the Assignment of Claims Act. Requests should be provided to and approved by the agency before any assignment is made.
2. Requests for the agency to provide financiers copies of any cure or show-cause notice issued to the contractor.
3. Requests by financier or secured interest holders for extension of response time to cure or show-cause notices.

[End of Section H]

# Part II – Contract Clauses

## Section I – Contract Clauses

*The contracting officer shall carefully review the list of FAR clauses incorporated by reference and by full text, adding or deleting FAR clauses as determined to be applicable to this TO. Agency-specific clauses that apply should also be added. For any fill-in clauses listed below (such as FAR 52.228 Insurance), the agency is responsible for incorporating and completing each clause in full text in the TO.*

### I.1 FAR Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated 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 address:

https://www.acquisition.gov

Table 12. Clauses Incorporated By Reference

|  |  |  |
| --- | --- | --- |
| **FAR Clause** | **Title** |  |
| 52.202-1 | Definitions | JAN 2012 |
| 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 |
| 52.204-2 Alt II | Security Requirements (Aug 1996) - Alternate II | APR 1984 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | AUG 2013 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 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 |
| 52.215-16 | Facilities Capital Cost of Money | JUN 2003 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.217-2 | Cancellation Under Multiyear Contracts | OCT 1997 |
| 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 |
| 52.222-6 | Davis Bacon Act | JUL 2005 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | JUN 2010 |
| 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 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-32 | Davis-Bacon Act--Price Adjustment (Actual Method) | DEC 2001 |
| 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 |
| 52.222-38 | Compliance With Veterans' Employment Reporting Requirements | SEP 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 | AUG 2013 |
| 52.223-3 | Hazardous Material Identification and Material Safety Data | JAN 1997 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-12 | Refrigeration Equipment and Air Conditioners | MAY 1995 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 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 |
| 52.228-5 | Insurance - Work on A Government Installation | JAN 1997 |
| 52.228-15 | Performance and Payment Bonds | JUN 2020 |
| 52.229-4 | Federal, State, And Local Taxes (State and Local Adjustments) | FEB 2013 |
| 52.232-18 | Availability of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | JUL 2013 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 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 |
| 52.236-23 | Responsibility of the Architect-Engineer Contractor | APR 1984 |
| 52.236-25 | Requirements for Registration of Designers | JUN 2003 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 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 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-17 | Government Delay of Work | APR 1984 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | JUL 2013 |
| 52.245-1 | Government Property | APR 2012 |
| 52.246-2 | Inspection Of Supplies--Fixed Price | AUG 1996 |
| 52.246-4 | Inspection Of Services--Fixed Price | AUG 1996 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-16 | Responsibility For Supplies | APR 1984 |
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I | SEP 1996 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |

*Other clauses that require “fill-in” information will be incorporated in full text as required by the FAR or Agency FAR Supplemental Regulations. The Contracting Officer will determine which clauses will be incorporated in full text based on the specific Task Order.*

### I.2 FAR Clauses Incorporated by Full Text

**FAR 52.225-1 Buy American-Supplies - Buy American-Supplies (Oct 2022)**

1. *Definitions*. As used in this clause—

*Commercially available off-the-shelf (COTS) item*—

* 1. Means any item of supply (including construction material) that is–

1. A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](https://www.acquisition.gov/far/2.101#FAR_2_101));
2. Sold in substantial quantities in the commercial marketplace; and
3. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
   1. Does not include bulk cargo, as defined in [46 U.S.C.40102(4)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into an end product.

*Cost of components* means—

1. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
2. For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. The cost of components does not include any costs associated with the manufacture of the end product.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR [25.105](https://www.acquisition.gov/far/25.105#FAR_25_105) .

*Domestic end product* means—

1. For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-
   * 1. An unmanufactured end product mined or produced in the United States;
     2. An end product manufactured in the United States, if-
        1. The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
        2. The end product is a COTS item; or
   1. For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

*End product* means those articles, materials, and supplies to be acquired under the contract for public use.

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign end product* means an end product other than a domestic end product.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

*United States* means the 50 States, the District of Columbia, and outlying areas.

1. [41 U.S.C. chapter 83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with [41 U.S.C. 1907](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see [12.505](https://www.acquisition.gov/far/12.505#FAR_12_505)(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.
2. Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
3. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

*Alternate I* (Oct 2022). As prescribed in [25.1101](https://www.acquisition.gov/far/25.1101#FAR_25_1101)(a)(1)(ii) substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of “domestic end product” in paragraph (a):

(A) The cost of its components mined, produced, or manufactured in the United States exceeds [ ] percent of the cost of all its components*. [Contracting officer to insert the percentage.]*

**FAR 52.228 Insurance -** In accordance with FAR 52.228-5, *Insurance – Work on a Government Installation*, which is incorporated herein by reference, the Contractor shall, at no cost to the Agency, maintain policies providing the following insurance protection, which shall apply to all operations of the Contractor hereunder and employees of the Contractor engaged therein.

1. Worker’s Compensation – Coverage as provided in the Worker's Compensation Law of the State having jurisdiction, including occupational disease coverage for limits of \_\_\_\_\_\_\_\_\_\_ per person in any one case and additional Employees Liability of \_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence.
2. General Liability – Insurance with limits of \_\_\_\_\_\_\_\_\_\_\_\_\_for bodily injury liability and \_\_\_\_\_\_\_\_\_\_\_\_ for property damage liability in the comprehensive liability form.
3. Automobile Liability – Insurance with limits of \_\_\_\_\_\_\_\_\_\_\_\_\_ for bodily injury liability and \_\_\_\_\_\_\_\_\_\_\_\_for property damage liability in the comprehensive policy form.

The Contractor shall also provide an endorsement to its liability policies naming the U.S. Government and *Agency/Site* as additional insureds. The Contractor shall furnish the CO a certificate of insurance to show compliance with this paragraph. The insurance certificate shall be submitted within fourteen (14) days after award and prior to issuance of a Notice to Proceed. The Contractor shall also ensure that such certificate states that the insurance carrier(s) will give *the Agency* 30 days prior written notice if there is any cancellation or material change in such policies. The Contractor shall also ensure that such certificates are kept up to date during the period of contract performance. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder at any tier where work will be performed on the *Site*.

The Contractor may purchase such additional or other insurance protection, as it may deem necessary, at its own expense.

Nothing herein shall relieve the Contractor of or limit the Contractor’s liability for losses and damages to person or property as a result of its operations. The Contractor shall indemnify, and hold *Agency*, and any person acting on behalf of *Agency*, harmless from any and all liability, including attorneys’ fees and legal costs, associated with, or resulting from the Contractor’s operations under an Order.

[End of Section I]

# Part III – List of Documents, Exhibits, and Other Attachments

The contracting officer shall list the title, date, and number of pages for each attached document, exhibit, and other attachment. Cross-references to material in other sections may be inserted, as appropriate.

## Section J – List of Documents, Exhibits and Other Attachments

### J.1 Contract Schedules

#### J.1.1 Task Order Schedules

The Contractor [*shall/shall not*] use eProject Builder and provide all schedules provided therein.

#### J.1.2 Summary Schedule

The summary schedule is intended to capture high-level information about the overall project. The information on the summary sheet is divided into five broad categories,

1. Project Contact Information
2. Project Identification and Characteristics
3. Project Costs and Financials
4. Project Capitalization
5. Other

#### J.1.3 Annual Escalation Rates

Annual escalation rates are intended to capture the rates that are used to calculate the year-over-year energy savings for each of the different saving streams, utility, and non-utility. The first-year savings reported on Schedule #4 cost savings by ECM will be escalated using the appropriate escalation rates to calculate estimated annual cost savings for subsequent years.

#### J.1.4 Schedule #1 Annual Cost Savings and Payments

The calculated estimated annual cost savings for each performance year along with the guaranteed annual cost savings and the related "annual payment" are shown on this schedule. The only user-entered fields on this schedule are Estimated Cost Savings, Guaranteed Cost Savings, and Payments for the implementation period.

Use when an ECM dollar savings guarantee is required.

#### J.1.5 Schedule #1u Annual Cost Savings and Payments

The calculated estimated annual cost savings for different years along with the related annual payment are shown on this schedule. The only user-entered fields on this schedule are estimated cost savings and payments for the implementation period. Only applicable for UESC projects.

#### J.1.6 Schedule #2a Implementation Price by ECM

This schedule presents the total implementation cost for each of the ECMs included in the project. It includes fields to characterize the ECM: technology category, number, and description. It also includes other fields intended to capture the size and scope of the measure.

#### J. 1.7 Schedule #3 Performance Period Cash Flow

This schedule presents the project's overall cash flow. This schedule is divided into two sections:

1. Debt Service/Performance Period Payments: The total implementation price less any one-time savings and/or ECM cost savings during the implementation period (Sch2a-Imp Price by ECM) is amortized based on the financing terms shown on Summary Sheet to calculate the overall debt service payment after excluding any financial or tax incentives or revenues, thereby reducing principal repayment or interest.
2. Performance Period Expenses: The post-acceptance performance period section pertains to the total expenses associated with the services the contractor supplies to manage the project, maintain and verify ECM performance during the post-acceptance performance period, and any other applicable expenses.

#### J.1.8 Schedule #4 First Year Estimated Cost Savings by Energy Conservation Measure

A summary of the proposed estimated first year cost savings that will be achieved following the installation of the ECMs included in the project. The annual cost savings shown for each ECM are broken down into energy, demand, water, and non-energy cost savings. The energy baseline and savings shall be presented in the energy type consumed by the equipment and converted to MMBTUs.

#### J.1.9 Schedule # 4g Greenhouse Gas Emissions by Energy Conservation Measure

A summary of the proposed estimated first year GHG reductions (Scope 1 and Scope 2) that will be achieved following the installation of the ECMs included in the project. These reductions are based on the energy savings entered on Sch4-Cost Savings by ECM and EPA’s Emission Factors for GHG Inventories.

#### J.1.10 Schedule #5 Cancellation Ceilings

A presentation of annual cancellation ceilings to establish the maximum termination liability in the event of contract cancellation or termination.

#### J.1.11 Technology Categories

A summary of the latest Technology Categories taken from the most recent Department of Energy Indefinite Quantity Indefinite Delivery ESPC contract.

### J.2 Definitions

**Acceptance –** Written acceptance by the authorized representative of the Government of a Phase, an individual ECM, or completed project pursuant to this T.O.

**Approval –** The Agency has determined that the documents conform to contract requirements. Agency approval does not relieve the Contractor from responsibility for complying with designs specifications and contract requirements.

**Annual Dollar Savings Escalation Rates –** The rate of annual change in the calculated dollar savings for an ECM during the performance period. Energy escalation rates may be determined using either actual utility tariff information or the energy escalation rate calculator ([EERC](https://www.wbdg.org/additional-resources/tools/energy-escalation-rate-calculator-eerc))[[3]](#footnote-4).

**Areawide Contract (AWC)** – As authorized by 40 U.S.C. 501 and FAR Part 41, GSA establishes long-term (10-year) government wide Areawide Public Utility Contracts for utilities. Federal agencies in the franchised service territory use the master blanket contract to order services such as electricity, natural gas, water, wastewater, and steam. The GSA Areawide Public Utility Contract lists the terms and conditions of service, incorporates all applicable federal clauses, and provides instructions for federal agencies.

**Authorization for Energy Management Services (EMSA) –** The exhibit for energy management services within a specific AWC will be used to request appropriate services. The bilateral agreement, when signed by the utility and the government.

**Cancellation Ceiling -** The maximum amount the Agency must pay the contractor in the event the contract is terminated for the convenience of the Agency. Actual settlement will be based on unrecovered, allowable, and allocable costs as agreed upon in the specific contract.

**Commissioning (Cx) –** a systematic, standardized process of ensuring ECMs installed are fully functional, meet the performance specifications as designed, and all systems affected by the design perform interactively in accordance with the design. Further, the ECMs meet the operational needs of the facility and can be properly operated and maintained during the useful life of the equipment. Commissioning will include appropriate verification and documentation demonstrating equipment and systems perform interactively in accordance with design specification and intent, and preparation of operation personnel has been completed.

**Contract Manager –** representative of the Contractor, that will act as Contractor’s Contract Manager for all Work under the Authorization, including the contract management function. This contract management function comprises administering all aspects of the project, including project development, engineering, managing the bid process, construction management of the project, commissioning, and invoicing for work performed.

**Contracting Officer (CO) –** A Government official authorized to enter into, administer, or terminate a contract on behalf of the Government, and who is authorized to make related determinations and findings within the limits established pursuant to Government regulations.

**Contracting Officer’s Representative (COR)** - A technically qualified individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions. The COR performs contract surveillance oversight of the contractor’s compliance with the Order requirements. The CO shall provide a letter to the Contractor designating the COR and the limits of the authority to act on behalf of the Agency.

**Contractor –** The selected, serving, distribution utility is the Contractor for this T.O. and may perform some or all requirements through its competitively selected subcontractors.

**Cost Effective –** ECMs shall be deemed cost effective if an analysis using (1) life cycle costs; (2) net savings; (3) savings-to-investment ratio (SIR); or (4) adjusted internal rate of return; shows that the cost of installing the ECM is less than the cost of the baseline or the savings are greater than the investment cost. Renewable energy projects with a simple payback greater than fifteen (15) years will be evaluated using separate criteria to establish “cost effectiveness” at the discretion of the Contracting Officer.

**Cost Savings –** Using ePB Schedule #4 First Year Estimated Cost Savings by Energy Conservation Measure, provide baseline energy and non-energy consumption and cost savings for each ECM and WCM.

**Department of Labor Wage Rates –** Those minimum wages prescribed by the Department of Labor for services (McNamara-O’Hara Service Contract Act Wages) or construction (Davis-Bacon Act Wages) applicable to type and the location(s) of work.

**Design/Build –** The UESC is a design/build contract requiring the Contractor to take a project from functional requirements including engineering and design through construction completion. All work shall comply with current customary standards and codes. The Contractor is solely responsible for ensuring the ECMs are installed according to the design.

**Energy Baseline** -The amount of energy that would have been consumed annually without implementation of ECMs based on historical metered data, engineering calculations, sub-metering of buildings and/or energy consuming equipment/systems, building load simulation models, statistical regression analysis, or some combination of these methods.

**Energy Conservation Measure (ECM)** **-** 42 U.S. Code § 8259. Definitions: The term “energy conservation measures” means measures that are applied to a federal building that improve energy efficiency and are life cycle cost effective and that involve energy conservation, cogeneration facilities, renewable energy sources, improvements in operations and maintenance efficiencies, or retrofit activities, or energy consuming devices and required support structures.

When acquiring the project through a U.S. GSA areawide contract (AWC), these measures must also meet the GSA Criteria described in the GSA publication, “Procuring Energy Management Services with the Areawide Contract”. Specifically, each measure produces measurable energy or water reductions or demand management. The measure must be directly related to the use of energy or water, or demand reduction.

The preponderance of work covered by the measure (measured in dollars) must be for items 1 and 2 above; and the measure must be a direct or indirect improvement to real property. Real property is defined by the Federal Management Regulation (FMR), Subchapter C and Federal Acquisition Regulation (FAR), Part 2.

**Energy Conservation Measure Cost (ECM Cost)** - The total cost may include equipment cost, engineering, design, performance planning, construction, commissioning, overhead and profit, and financing (when included). All available incentives should be considered in the total ECM cost. The cost of post-acceptance services is not included in the installed cost totals, nor are they included in the financing.

**Energy Management Control System (EMCS) -** A system which operates energy consuming systems in the most energy and cost-efficient manner through integrated hardware and software applications. An EMCS may include direct digital controls, sensors, equipment controllers, and all related hardware and software for the cost-effective management of energy within a facility or group of facilities.

**Energy-Related Cost Savings** **–** Energy-related cost savings must be actual savings, and associated reduction in money the government is currently spending or planning to spend. The reductions in expenses (other than energy costs) related to energy-consuming equipment, generally affecting operations, maintenance, software or other renewal costs, or repair expenses of equipment. One-time energy-related cost savings can result from avoided expenditures of O&M, repair and replacement, or capital expenditures funds for projects (e.g., equipment replacement) that, because of the UESC project, will not be necessary.

**Environmental Laws –** All statutes, ordinances, orders, rules, regulations, plans, policies or decrees and the like relating to (a) environmental matters including, without limitation, those relating to fines, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the Release or threatened Release of Hazardous Materials, (b) the generation, use, storage, transportation or disposal of Hazardous Materials, or (c) occupational safety and health, industrial hygiene, land use or the protection of human, plant or animal health or welfare in any manner applicable to any Project or Project Site.

**eProject Builder –** [eProject Builder (ePB)](https://eprojectbuilder.lbl.gov/) is a secure, web-based data management platform that provides a calculating data template for building project schedules and serves to preserve, track, and report information for projects and portfolios of projects in perpetuity.

**Financed Amount –** The total amount financed or principal. The sum of the total implementation price, construction period interest, and financing procurement price less implementation period payments.

**Green House Gas Emissions –** Using Schedule #4g, in the eProject Builder data template, provide GHG emissions calculations for each ECM to be installed.

**Guaranteed Annual Cost Savings –** ECM cost savings as specified in the design, recorded in ePB Schedule #1, and in the project proposal. The Contractor will typically be assigned the risk of performance and the responsibility for operation, maintenance, repair, and replacement of the associated equipment during the contract term to ensure sustained performance as specified in the design and initially commissioned. The annual cost savings must exceed the payments. A requirement for annual measurement and verification must be included requiring the contractor to pay back any shortfall in guaranteed savings.

**Implementation Period -** The implementation period is the period between the date of T.O. award and the date all ECMs are operational and accepted by the Government. If additional ECMs are added to the T.O. by modification, the implementation period for such additional ECMs shall be from date of T.O. modification incorporating the additional ECMs to the date all additional ECMs are operational and accepted by the Government.

**Implementation Price -** Implementation price is the sum of project development and ECM direct expenses; indirect expenses applied to sum of direct expenses; and profit applied to the sum of direct and indirect expenses.

**Incentives –** In accordance with 42 USC 8256 and 10 USC 2913, the Agency may accept any financial incentive, rebates, goods, or services generally available from the Contractor and/or other organizations to design cost-effective demand management and conservation incentive programs to address the unique needs of facilities utilized by the Agency.

**Initial Capital –** The financing secured by the Contractor including construction period financing and installation of the project. Such financed amounts are normally secured either from a financial institution or from the contractor’s operating funds.

**Investment Grade Audit (IGA) -** A detailed analysis of the energy cost savings and energy unit savings and water conservation potential including building conditions, energy consumption, and hours of use or occupancy for a facility, for the purpose of preparing technical and price proposals.

**Life Cycle Cost Effective -** Per 42 U.S. Code § 8259, (7) the term “[life cycle cost](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=42-USC-223782293-1161808747&term_occur=999&term_src=title:42:chapter:91:subchapter:III:part:B:section:8259)” means the total costs of owning, operating, and maintaining a building over its useful life (including such costs as fuel, energy, labor, and replacement components) determined based on a systematic evaluation and comparison of alternative building systems. The NIST developed building life-cycle cost program (https://www.energy.gov/eere/femp/building-life-cycle-cost-programs) can be downloaded from the FEMP website. Life cycle cost analysis (https://www.wbdg.org/resources/life-cycle-cost-analysis-lcca) can be found at the whole building design guide website.

**Measurement and Verification (M&V) –** The process of measuring and verifying energy, water, and related cost savings. The M&V plan is a subset of the performance assurance plan.

**Modification –** A written document executed by the contracting officer signed by both the Government and the Contractor that authorizes the Contractor to perform a negotiated change to the scope of work. A modification shall identify the change of scope of work, any additional compensation to be paid to the Contractor, and extensions of the schedule for completion of the work.

**Occupied Period –** Hours during which a facility or building is occupied or used in the normal course of business.

**Operation and Maintenance** **Plan –** Per 42 U.S. Code § 8253(f)(5), an ECM-specific set of activities, processes, and workflows required to sustain optimal performance of all equipment installed in the energy project. Maintenance includes theperformance of routine, preventive, predictive, scheduled, and unscheduled actions aimed at preventing equipment failure or decline ensuring optimal performance and increasing efficiency, reliability, and safety.

**Payment Schedule –** As applicable to any Order financed by a third party, the amortization schedule will include the contract price, applied incentives, capital contribution, financed amount, interest rate, and payment stream. The payment stream shall contain, at a minimum, the total regularly scheduled payments, the portion of payment applied toward reducing the outstanding principal balance, and the portion applied for cost of capital. All payments will be made in accordance with this Schedule. See Schedule #1, Cost Savings and Payments, in the eProject Builder data template.

**Performance Assurance Plan –** A continuum of efforts which support sustained design-level performance and associated energy, cost, and greenhouse gas emissions savings derived from the installation of ECMs. The plan shall include a set of deliverables including ECM-specific baseline, performance metrics, commissioning protocol, operation and maintenance plans, O&M staff training, and post-acceptance performance and savings verification protocol.

**Possession –** In accordance with FAR 236-11, Use and Possession Prior to Completion, the point at which Agency takes beneficial occupancy, control, or use of an ECM or the entire project. This establishes the point at which the performance and warranty period commences.

**Post-Acceptance Performance Period -** The period (typically in years) from the date an UESC TO project is operational and accepted by the Government, to the end of the TO's contract term.

**Post-Acceptance Performance Period Annual (or Regular Interval) M&V -** At least annually, the contractor and the agency shall verify that the installed equipment/systems have been properly maintained, continue to operate correctly, and continue to have the potential to generate the predicted savings. This ensures that the M&V monitoring and reporting systems are working properly, and it allows fine-tuning of measures throughout the year based on operational feedback. (Include when annual M&V is required.)

**Post-Acceptance Performance Period Expenses -** Direct costs (without contractor delivery percentages) of all tasks required to maintain energy savings performance after Government acceptance of installed ECMs. These expenses shall not include any indirect costs, financing costs, profit nor any expenses incurred during the implementation period.

**Preliminary Assessment (PA)** - An evaluation of energy cost savings and energy unit savings potential, building conditions, energy consuming equipment, and hours of use or occupancy, for the purpose of developing preliminary technical and price proposals prior to issuance of a notice of intent to award a T.O. The accuracy of the costs and savings estimates will be further refined in the proposal after the IGA.

**Project Development** - Work activities may include all direct costs associated with the development of an IGA, including but not limited to site visits and inspections, meetings, calculations, project costing, baselines, and performance assurance plan development.

**Proposal** - A proposal is a written, binding offer from a contractor that includes technical and price proposals and the text of any financing agreement (including a lease-acquisition).

**Quality Assurance Evaluator (QAE) -** A functionally qualified person who evaluates or inspects the Contractor’s performance of service on behalf of the Government in accordance with the quality assurance surveillance plan written specifically for the contracted service to be evaluated. The QAE performs technical monitoring of Contractor actions, is responsible for requesting products and services through a government contract, and manages the day-to-day tasks of the T.O.

**Quality Control –** A management function of the Contractor whereby control of quality of materials for use in facilities is inspected prior to installation to ensure conformance to the contract requirements and the installation of materials is performed in a skilled and workmanlike manner.

**Scope of Work –** The entirety of Work to be performed by Contractor to complete the project as set forth in the IGA, pursuant to the terms and conditions of the T.O. and any applicable Modifications.

**Small Business Subcontracting Plan –** The Contractor shall refer to FAR 19.704 for definitions, statutory requirements, and eligibility requirements regarding the Small Business Program. The small business subcontracting goals for the Agency will be contained in the Agency solicitation. Any Small Business Subcontracting Plan shall be submitted with the Contractor’s UESC Implementation proposal. The plan will be reviewed by the Agency Small Business Specialist and must be approved prior to the award of the contract.

**Subcontractor** – Any business entity hired by the Contractor or its implementing energy service company (ESCO) to perform a service or provide materials, supplies, or equipment for the task order.

**Substantial Completion –** With respect to each ECM or WCM, the measure is functional and is generally capable of being used for the purposes intended by the design and T.O.

**Substantial Completion Date –** With respect to each ECM or WCM, the date when the measure has achieved substantial completion.

**Task Order (T.O.)** – The mutually binding legal contract between the Contractor and the Agency. The T.O. sets forth the terms and conditions under which the Contractor will design, construct, and implement the project for the Government.

**Task Order Request for Proposal (T.O. RFP)** - A document prepared by the agency to communicate the agency’s requirements to the contractor and to solicit proposals. The document will incorporate all agency, site, and project specific standards, procedures, functional requirements, terms, and conditions.

**Task Order Term** - The term of a T.O. is defined as the sum of the implementation and post-acceptance performance periods negotiated with the agency. The maximum T.O. term is 25 years from TO award.

**Termination Schedule –** When a project is financed, the termination schedule, ePB schedule #5 “Cancellation Ceilings”, establishes the maximum termination liability for time periods and includes the remaining unamortized principal of the total amount financed for each time specified plus any prepayment charges. The actual total termination costs will be negotiated.

**Water Conservation Measure (WCM)** – a WCM applied to a federal building and conserves water and saves costs. The total cost may include engineering, design, performance planning, construction, commissioning, overhead and profit, and financing when included. Incentives and rebates must be discussed and addressed. The cost of post-acceptance services is not included in the installed cost total, nor is it included in the financing.

**Work –** All labor, materials, tools, equipment, services, transportation and/or other items provided by the Contractor for the implementation of the project as set forth in the T.O.

### J.3 Performance Assurance Plan and Checklist

*The performance assurance plan is made up of each of the listed deliverables. The checklist is used to indicate the date each deliverable is received.*

The detailed performance assurance plan will be included as content or by reference and Table 10 will be used to indicate each element of the performance assurance plan has been received.

Table 13. Performance Assurance Plan Checklist

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Performance Assurance Plan Checklist** | | | | |
| **Deliverables** | **ECM #1**  **(Date Received)** | **ECM #2**  **(Date Received)** | **ECM #3**  **(Date Received)** | **ECM #N**  **(Date Received)** |
| **Consumption baseline** |  |  |  |  |
| **Design performance metrics** |  |  |  |  |
| **Commissioning protocol** |  |  |  |  |
| **Training, As-built drawings,**  **& Maintenance Handbooks** |  |  |  |  |
| **Operations plan** |  |  |  |  |
| **Maintenance plan** |  |  |  |  |
| **Performance verification**  **protocol** |  |  |  |  |
| **Performance assurance plan -** ECM specific information, instructions, and schedules essential to proving, verifying, and sustaining performance and savings over the operational life of an ECM. | | | | |
| **Consumption baseline -** the information and data necessary to describe the baseline of existing ECM or WCM related equipment energy consumption and performance. | | | | |
| **Design performance metrics -** the information and data necessary to establish the actual energy consumption and performance of the new or upgraded ECM equipment. | | | | |
| **Performance verification -** the information, instructions, and schedules to be used for annual demonstration and verification of the actual performance and savings. | | | | |

### J.4 ECMs and WCMs

Projects may include one or more ECMs and WCMs intended to reduce energy or water consumption and manage energy demand.

**Example ECMs**

1. Interior and Exterior Lighting Replacement
2. Transformer Replacement
3. Lighting Control Improvements
4. Motor Replacement with High Efficiency Motors
5. Construction of New Cogeneration Facilities
6. Boiler Control Improvements
7. Packaged Air Conditioning Unit Replacement
8. Cooling Tower Retrofits
9. Economizer Installation
10. Energy Management Control System (EMCS) or Facility Management System (FMS)
11. Occupancy Sensors
12. LED Exit Sign Installation
13. Fans and Pump Replacement or Impeller Trimming
14. Chiller Retrofits
15. Upgrade of Natural Gas-Fired Boilers with New Controls (Low NOX Burners)
16. Solar Domestic Hot Water Systems
17. Solar Air Preheating Systems
18. Steam Trap and/or Steam Line Maintenance or Replacement
19. Insulation Installation
20. Variable Speed Drive Utilization
21. Weatherization
22. Window Replacement
23. Window Coverings and Awnings
24. Reflective Solar Window Tinting
25. Day lighting
26. Fuel Cell Installation
27. Photovoltaic (PV) System Installation
28. Faucet Replacement (Infrared Sensors)
29. Replacement of Air Conditioning & Heating Units with Heat Pumps
30. Addition of Liquid Refrigerant Pumps to Reciprocating Air Conditioning Units
31. Refrigerator Replacement with High Efficiency Units
32. Window Air Conditioning Replacement with High Efficiency Units
33. Water Conservation Device Installation (Reduced pumping and water heating)
34. Industrial process changes, the result of which reduces full fuel cycle cost (e.g., electro-technologies that replace solvent and chemical applications).
35. Geothermal heating/cooling
36. Renewables
37. HVAC operation and maintenance
38. Advanced metering and meter reading systems to include meters, infrastructure, software, communications, and related components.
39. Heat pipes (pre-heat/post-cool energy exchange)
40. Installation of UPS systems, back-up generators, and emergency generators
41. Fuel switching technology.
42. Infrared heating system
43. Heat pipe dehumidification
44. Thermal energy storage system
45. Operation and/or maintenance of ECMs necessary to ensure the efficient operation of equipment during the Order term.
46. Training necessary to operate ECM equipment installed.
47. Water distribution system leak detection, and cost-effective repair

[End of Section J]

# Part IV – Representations and Instructions

## Section K – Representations, certifications, and other statements of offerors or respondents

[Insert requirements]

Include solicitation provisions that require representations, certifications, or the submission of other information by offerors.

[End of Section K]

**End of Document**

1. [Assistant Secretary of Defense for Sustainment Memorandum: "Policy on Energy Savings Performance Contracts and Utility Energy Service Contracts", November 20, 2018.](https://www.acq.osd.mil/eie/Downloads/IE/Signed%20ESPC%20and%20UESC%20Policy%20Nov%2020%202018.pdf) [↑](#footnote-ref-2)
2. [eProject Builder (ePB)](https://eprojectbuilder.lbl.gov/assets/help/eProject_Builder-UESC_User_Guide.pdf) is a secure, web-based data management platform that allows customers and ESCOs to preserve, track and report information for their portfolio of energy projects. [↑](#footnote-ref-3)
3. The energy escalation rate calculator can be found at the whole building design guide website, https://www.wbdg.org/additional-resources/tools/energy-escalation-rate-calculator-eerc. [↑](#footnote-ref-4)