**U.s. Energy Department**

**Federal Energy Management Program**

**ESPC ENABLE Scope of Work Template and Guide**

February 2014, version 4.0

***PLEASE READ THIS GUIDE BEFORE USING THE SCOPE OF WORK TEMPLATE***

**ESPC ENABLE Scope of Work Guide**

**Introduction:** The Scope of Work (SOW) will be drafted by the agency and presented to the ESCO prior to the kickoff meeting for the Investment Grade Audit (IGA). The SOW will then be included in the ESCOs Final Proposal (FP), which is presented to the agency after the IGA and prior to final negotiations. As a piece of the FP, the SOW will document agency- and site-specific terms and conditions in the Task Order (TO)/Final Contract.

**Instructions:** This TO template may be used by Federal agencies for all Federal buildings and facilities in accordance with the procedures established in this contract. Unless otherwise stated, all provisions that follow throughout the remaining sections of this SOW may be revised within the overall scope of the TO, as necessary (based on the needs and regulations of the agency).

The ESPC ENABLE Contracting Officer (CO) and Contracting Officer’s Technical Representative (COTR) are responsible for developing the SOW unless another arrangement has been made in your agency. The SOW template begins on page 2 of this document. Please remove this guide, page 1, from the final version of your SOW and renumber accordingly.

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

**(Agency/sub-agency/Site) ESPC ENABLE**

**Scope of Work**

**INTRODUCTION**

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

**C.2 Restrictions on ECMs**

ECMs installed by the contractor shall not do the following:

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

2. Increase water consumption.

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

4. Degrade performance or reliability of existing Government equipment.

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

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

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

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

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

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

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

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

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

M&V Submittals

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

**C.5 Installation Requirements for ECMs**

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

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

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

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

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

American National Standards Institute (ANSI)

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

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

- 29 CFR 1926, Safety and Health Regulations for Construction

• National Electric Code (NEC)

• National Electrical Safety Code (NESC)

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

• National Electrical Manufacturers Association (NEMA)

• Underwriters Laboratory (UL)

• Uniform Building Code (UBC)

• Uniform Plumbing Code (UPC)

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

- ASHRAE 90.1

• Army Corps of Engineers Safety Manual

• National Historic Preservation Act, as applicable

• Illuminating Engineering Society of North America (IESNA)

• American Institute of Architects (AIA) Masterspec

• Air-Conditioning and Refrigeration Institute (ARI)

• Occupational Safety and Health Administration (OSHA) regulations

• Other design standards required by the ordering agency

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.7 Training**

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

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

**C.8 Government Projects**

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

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

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

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

**C.10 Availability of Utilities**

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

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

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

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

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

**C.12 Contractor Employees**

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

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

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

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

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

**C.13 Fire Prevention**

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

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

**C.14 Salvage**

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

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

**C.15 Hazardous Materials**

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

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

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

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

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

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

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

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

**C.16 Safety Requirements**

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

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

**C.17 Security Requirements**

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

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

**C. 18 Work Schedule Requirements**

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

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

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

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

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

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

**C.20 Deliverables and Submittals**

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

To the CO and COTR:

1. Signed TO with all attachments

2. TO modifications with all attachments

3. Investment Grade Audit/ Final Proposal

5. Post-installation M&V and Commissioning Report

7. Annual M&V Reports

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

**SECTION D - PACKAGING AND MARKING**

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

**SECTION E - INSPECTION AND ACCEPTANCE**

The contractor shall comply with the current version of the FEMP ESPC ENABLE **09\_Guidelines and Checklist for Commissioning and Government Acceptance**.

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

**SECTION F – DELIVERIES OR PERFORMANCE**

Task orders (TOs) issued by agencies may be for a term up to and including twenty-five (25) years

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

**SECTION G - TASK ORDER ADMINISTRATION**

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

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

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

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

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

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

**SECTION I - CONTRACT CLAUSES**

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

**SECTION J - LIST OF ATTACHMENTS**

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