

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Southern California Gas Company
GAS (Corp ID 904)
Status of Advice Letter 5714G
As of November 17, 2020

Subject: Basic Ordering Agreement between SoCalGas and the United States (U.S.) Government

Division Assigned: Energy

Date Filed: 10-21-2020

Date to Calendar: 10-23-2020

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	10-21-2020

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Ray B. Ortiz
(213) 244-3837

ROrtiz@socalgas.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



Ronald van der Leeden
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.2009
Fax: 213.244.4957
RvanderLeeden@socalgas.com

October 21, 2020

Advice No. 5714
(U 904 G)

Public Utilities Commission of the State of California

Subject: Basic Ordering Agreement between SoCalGas and the United States (U.S.) Government

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission or CPUC) revisions to its tariff, applicable throughout its service territory, as shown on Attachment A.

Purpose

In compliance with General Order (GO) 96-B, Section 9.5.6, SoCalGas submits revisions to its List of Contracts and Deviations to include a Basic Ordering Agreement, Contract No. N6247318G5612 (the Contract), between SoCalGas and the U.S. Government, incorporated herein as Attachment A.

Information

The Contract provides that SoCalGas will furnish natural gas and/or energy management services to the U.S. Government, as described under Section 16, Part I - The Schedule. The Contract does not commit either side to any service. It merely provides the framework and mechanism to expedite the process by which Federal agency contracting officers can acquire for their clients SoCalGas' products and services so enumerated in the Contract.

This submittal will not increase any rate or charge, conflict with any rate schedules or rules, or cause the withdrawal of service.

Confidentiality

Due to the confidential nature of the information in the Contract, incorporated herein as Attachment B, a declaration requesting confidential treatment is included. The unredacted Contract in Attachment B is only being provided to Energy Division under the confidentiality provisions of GO 66-D, Section 583 of the Public Utilities Code, and Decision 17-09-023.

Protest

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date on this Advice Letter, which is November 10, 2020. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attn: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

A copy of the protest should also be sent via e-mail to the attention of the Energy Division Tariff Unit (EDTariffUnit@cpuc.ca.gov). Due to the COVID-19 pandemic and the shelter at home orders, SoCalGas is currently unable to receive protests or comments to this Advice Letter via U.S. mail or fax. Please submit protests or comments to this Advice Letter to the e-mail address shown below on the same date it is mailed or e-mailed to the Commission.

Attn: Ray B. Ortiz
Tariff Manager - GT14D6
555 West Fifth Street
Los Angeles, CA 90013-1011
Facsimile No.: (213) 244-4957
E-mail: ROrtiz@socalgas.com

Effective Date

SoCalGas believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 1 (effective pending disposition) pursuant to GO 96-B, Section 9.5.6, that allows utilities to enter into contracts with governmental entities, and therefore, respectfully requests that the Contract and tariff sheets submitted herein be made effective October 21, 2020, which is the date submitted.

Notice

A copy of this Advice Letter is being sent to SoCalGas' GO 96-B service list. Address change requests to the GO 96-B service list should be directed via e-mail to tariffs@socalgas.com or call 213-244-2837.

/s/ Ronald van der Leeden
Ronald van der Leeden
Director – Regulatory Affairs

Attachments



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.:

Utility type:

ELC GAS WATER
 PLC HEAT

Contact Person:

Phone #:
E-mail:
E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name:
Title:
Utility Name:
Address:
City:
State: Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Name:
Title:
Utility Name:
Address:
City:
State: Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

ATTACHMENT A
Advice No. 5714

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 58189-G	LIST OF CONTRACTS AND DEVIATIONS, Sheet 4	Original
Revised 58190-G	TABLE OF CONTENTS	Revised 56669-G
Revised 58191-G	TABLE OF CONTENTS	Revised 58188-G

LIST OF CONTRACTS AND DEVIATIONS

(Continued)

<u>Name and Location of Customer</u>	<u>Type or Class of Service</u>	<u>Date of</u>		<u>Commission Authorization No. and Date</u>	<u>Most Comparable Regular Tariff Schedule</u>	
		<u>Execution</u>	<u>Expiration</u>		<u>No.</u>	<u>Contract Differences</u>
US Government Basic Ordering Agreement Contract #N624- 7318G5612	Residential/ Commercial/ Industrial	9-28-18	5 years	AL 5714 G.O. 96-B Sec. 9.5.6	-	Basic Ordering Agreement

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 5714
 DECISION NO.

4H13

ISSUED BY

Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Oct 21, 2020
 EFFECTIVE Oct 21, 2020

RESOLUTION NO. _____

N
|
N
|
N

TABLE OF CONTENTS

LIST OF CITIES AND COMMUNITIES SERVED 46815-G,46816-G,45154-G
49505-G,45156-G,45157-G,49506-G,46817-G
45160-G,46818-G,45162-G,51969-G,51970-G
45165-G,49508-G,45167-G

LIST OF CONTRACTS AND DEVIATIONS 36974-G,50345-G,56659-G,58189-G

N

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 5714
DECISION NO.

ISSUED BY

Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

SUBMITTED Oct 21, 2020
EFFECTIVE Oct 21, 2020
RESOLUTION NO. _____

TABLE OF CONTENTS

The following listed sheets contain all effective Schedules of Rates and Rules affecting service and information relating thereto in effect on the date indicated thereon.

<u>GENERAL</u>	<u>Cal. P.U.C. Sheet No.</u>
Title Page	40864-G
Table of Contents--General and Preliminary Statement ...	58191-G,58032-G,57514-G,58033-G,58125-G
Table of Contents--Service Area Maps and Descriptions	53356-G
Table of Contents--Rate Schedules	58179-G,58187-G,58160-G
Table of Contents--List of Cities and Communities Served	58190-G
Table of Contents--List of Contracts and Deviations	58190-G
Table of Contents--Rules	57921-G,58027-G
Table of Contents--Sample Forms	57725-G,57205-G,51537-G,54745-G,57726-G,52292-G

PRELIMINARY STATEMENT

Part I General Service Information	45597-G,24332-G,54726-G,24334-G,48970-G
Part II Summary of Rates and Charges	58162-G,58163-G,58164-G,58090-G,58091-G,58185-G 58127-G,46431-G,46432-G,58007-G,58136-G,58137-G,58138-G,58096-G
Part III Cost Allocation and Revenue Requirement	57354-G,57355-G,57356-G
Part IV Income Tax Component of Contributions and Advances	55717-G,24354-G
Part V Balancing Accounts	
Description and Listing of Balancing Accounts	52939-G,56825-G
Purchased Gas Account (PGA)	55465-G,55466-G
Core Fixed Cost Account (CFCA)	57357-G,57977-G,57637-G,57978-G,57639-G
Noncore Fixed Cost Account (NFCA)	57360-G,55693-G,57361-G
Enhanced Oil Recovery Account (EORA)	49712-G
Noncore Storage Balancing Account (NSBA)	57362-G,57363-G
California Alternate Rates for Energy Account (CARE)	45882-G,45883-G
Hazardous Substance Cost Recovery Account (HSCRA)	40875-G, 40876-G,40877-G
Gas Cost Rewards and Penalties Account (GCRPA)	40881-G
Pension Balancing Account (PBA)	56828-G,56829-G
Post-Retirement Benefits Other Than Pensions Balancing Account (PBOPBA) ..	56830-G,56831-G
Research Development and Demonstration Surcharge Account (RDDGSA).....	40888-G
Demand Side Management Balancing Account (DSMBA).....	45194-G,41153-G
Direct Assistance Program Balancing Account (DAPBA)	52583-G,52584-G
Integrated Transmission Balancing Account (ITBA)	57979-G,57641-G

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5714
 DECISION NO.

ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 SUBMITTED Oct 21, 2020
 EFFECTIVE Oct 21, 2020
 RESOLUTION NO. _____

ATTACHMENT B

Advice No. 5714

**Basic Ordering Agreement, Contract No. N6247318G5612,
between SoCalGas and the United States Government**

**This Attachment is being provided only to the
Energy Division under the confidentiality provisions
of the General Order 66-D, Section 583
of the Public Utilities Code, and D.17-09-023**

**BEFORE THE PUBLIC UTILITIES
COMMISSION OF THE STATE OF CALIFORNIA**

**DECLARATION OF JEFF WALKER
REGARDING CONFIDENTIALITY OF CERTAIN DATA/DOCUMENTS
PURSUANT TO D.17-09-023**

I, Jeff L.Walker, do declare as follows:

1. I am Vice President – Customer Solutions for Southern California Gas Company (“SoCalGas”). I have reviewed the confidential information included within Basic Ordering Agreement N6247318G5612, submitted concurrently herewith, the “Navy BOA.” I am personally familiar with the facts in this Declaration and, if called upon to testify, I could and would testify to the following based upon my personal knowledge and/or information and belief.

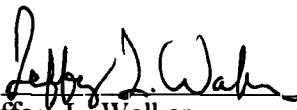
2. I hereby provide this Declaration in accordance with Decision (“D.”) 17-09-023 and General Order (“GO”) 66-D Revision 1¹ to demonstrate that the confidential information (“Protected Information”) provided in the Navy BOA is within the scope of data protected as confidential under applicable law.

3. In accordance with the narrative justification described in Attachment A, the Protected Information should be protected from public disclosure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 20th day of October, 2020, at Los Angeles.

¹GO 66-D was modified by D.19-01-028 to create GO 66-D Revision 1 which became effective February 1, 2019.



Jeffery L. Walker
Vice President – Customer Solutions

ATTACHMENT A

SoCalGas Request for Confidentiality on the following information in the NAVY BOA

Location of Protected Information	Legal Citations	Narrative Justification
<p>Company Staff Employee Name, blacked out in:</p> <p>Page 1, Block 7</p>	<p>Cal. Civil Code §§ 1798.80 <i>et seq.</i></p>	<p>Personnel records are sensitive information and if misused could cause discrimination, loss of opportunities, or potential safety concerns. Protection should be afforded for utility employees’ information, similar to Civil Code §§ 1798.80 <i>et seq.</i>’s protection of such information for customers.</p> <p>Public disclosure would also constitute an “unwarranted invasion of personal privacy.”</p>
<p>Customer Name and/or Personal Information, blacked out in:</p>	<p>California Public Records Act (CPRA) Exemption, Gov’t Code § 6254(k)</p>	<p>Customer Name and/or Personal Information redacted to protect the personal information from unauthorized disclosure. If publicly disclosed, such personal information could pose a risk of fraud, identity theft, or other personal, commercial, or financial damage to customers.</p>
<p>Page 1, Block 11</p>	<p>Cal. Civil Code § 1798.21</p>	
<p>Page 1, Block 20A</p>	<p>Cal. Civil Code § 1798.24</p>	
<p>Page 1, Block 20B</p>	<p>Cal. Civil Code §§ 1798.80 <i>et seq.</i></p>	<p>Disclosure may also constitute an “unwarranted invasion of personal privacy.”</p>
<p>Page 38, bottom right of page</p>	<p>Cal. Civil Code § 1798.81.5</p>	
<p>Page 72, bottom of page</p>	<p><i>Britt v. Superior Court</i>, 20 Cal. 3d 844, 855-856 (1978)</p>	
<p>Contract Value, blacked out in:</p>	<p>CPRA Exemption, Gov’t Code § 6254(c)</p>	
<p>Page 1, Block 15G</p>	<p>CPRA Exemption, Gov’t Code § 6254.7(d) (Trade Secrets)</p>	<p>Contracted pricing information should not be made visible to the public, other vendors, contractors, or any others outside SoCalGas, as public disclosure would impact</p>

<p>Page 2 and 12 next to 'quantity' and 'amount'</p> <p>Page 38, next to 'quantity'</p> <p>Customer Pricing, Incentives and Rebates, blacked out in:</p> <p>Page 7, Paragraph B.4.1.1</p> <p>Pages 8-9, Section B.9., in its entirety</p>	<p>CPRA Exemption, Gov't Code § 6254.7(d) (Trade Secrets)</p>	<p>competitive pricing, and the ability to secure optimal terms with third parties.</p> <p>Non-Public Company Financial Information: Energy Efficiency (EE) Incentives: Total Incentive, Cost Estimates.</p> <p>The information is proprietary and represent and contain proprietary, commercially sensitive, trade secrets, and content not intended for public disclosure.</p> <p>If this information was released it could pose negative financial impacts which could be detrimental to the customer.</p>
---	---	---

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 72			
2. CONTRACT (Proc. Inst. Ident.) NO. N6247318G5612		3. EFFECTIVE DATE 30 Sep 2018			4. REQUISITION/PURCHASE REQUEST/PROJECT NO.					
5. ISSUED BY NAVFAC SOUTHWEST PW CONTRACTS CORE - UTILITY CODE RAQ10-UTIL 1220 PACIFIC HWY SAN DIEGO CA 92132-5190		CODE N62473		6. ADMINISTERED BY (If other than Item 5) See Item 5				CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SOUTHERN CALIFORNIA GAS COMPANY [REDACTED] 555 W 5TH ST LOS ANGELES CA 90013-1010					8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)					
					9. DISCOUNT FOR PROMPT PAYMENT					
					10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM			
CODE 0BZ54		FACILITY CODE								
11. SHIP TO/MARK FOR NAVFAC SOUTHWEST [REDACTED] PW CONTRACTS CORE - UTILITY CODE RAQ10-UTIL 1220 PACIFIC HWY SAN DIEGO CA 92132-5190		CODE N62473		12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS CLEVELAND CLEVELAND NORFOLK ACCOUNTS PAYABLE PO BOX 998022 CLEVELAND OH 44199-8022				CODE N68732		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					14. ACCOUNTING AND APPROPRIATION DATA					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT			
SEE SCHEDULE										
15G. TOTAL AMOUNT OF CONTRACT										
16. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1 - 6	X	I	CONTRACT CLAUSES		47 - 52
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			7 - 11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			12 - 29	X	J	LIST OF ATTACHMENTS		53 - 55
X	D	PACKAGING AND MARKING			30	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			31 - 34	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		56 - 68
X	F	DELIVERIES OR PERFORMANCE			35 - 38	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		69 - 72
X	G	CONTRACT ADMINISTRATION DATA			39 - 40		M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS			41 - 46					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE										
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return [] copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)				
19A. NAME AND TITLE OF SIGNER (Type or print)						20A. NAME OF CONTRACTING OFFICER [REDACTED] TEL: [REDACTED] EMAIL: [REDACTED]				
19B. NAME OF CONTRACTOR			19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY [REDACTED]			20C. DATE SIGNED 28-Sep-2018		
BY _____ (Signature of person authorized to sign)					BY _____ (Signature of Contracting Officer)					

Section A - Solicitation/Contract Form

BOA SIGNATURE

THIS BASIC ORDERING AGREEMENT (BOA) is entered into by the United States of America, hereinafter referred to as "Government," represented by the Contracting Officer, Naval Facilities Engineering Command Southwest (NAVFAC SW) and Southern California Gas Company (SoCalGas), hereinafter referred to as "Contractor," a regulated public gas utility company with whom the Government has a current contract to acquire natural gas at the various Navy and Marine Corps installation covered by this BOA. The terms "Delivery Order" and "Contract" are considered to be interchangeable. The effective date of this Agreement is the date of execution by the Government as shown below.

The terms and conditions hereinafter set forth are hereby agreed upon by the parties for incorporation into negotiated firm-fixed price type Delivery Orders, between the parties, entered into on or after the date of this document and prior to its expiration. Terms and conditions set forth in this BOA may be modified or amended within the text of specific Delivery Orders. Modifications to this BOA shall not retroactively affect Delivery Orders previously issued under this BOA.

This BOA may be terminated in its entirety by either party upon thirty (30) calendar days prior written notice to the other party. Except as otherwise agreed to in writing by the parties, termination, modification or expiration of this BOA shall not affect Delivery Orders, or respective rights and obligations of the parties hereunder, that were entered into under this BOA prior to such termination, modification, or expiration.

This BOA, including the clauses herein, may be amended only by mutual written agreement of the parties, and shall, upon such mutual agreement, be revised as necessary to conform to the requirements of the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and NAVFAC Acquisition Standards (NFAS).

Neither party is required to offer or accept services under this BOA. Each Delivery Order requires the mutual agreement of both parties to be considered valid. Evidence of such mutual agreements shall be the bilateral execution of each Delivery Order or Change Order, excepting administrative changes.

The period during which orders may be placed against this BOA may not exceed five (5) years from and after the effective date of this BOA.

IN WITNESS WHEREOF, the undersigned being duly authorized and intending to be legally bound, through their respective authorized officers or representatives, subscribe their names to this instrument.


- NAVFAC Southwest
Government

SOUTHERN CALIFORNIA GAS COMPANY
Contractor

By:
Authorized Signature

By:
Authorized Signature

- Contracting Officer
Title


Title

Date

Date

SECTION A -- SOLICITATION/CONTRACT FORM

A.1 GENERAL STATEMENT OF REQUIREMENTS

The Government requires energy demand or conservation related services under Utility Energy Service Contracts (UESC). Energy conservation actions include improving operation and maintenance, installing materials, devices, instruments, or equipment, or eliminating energy load, to reduce the amount of energy needed in a facility. Energy conservation actions would include the installation, replacement, renovation, repair, operation and maintenance of energy conservation measures and consuming equipment. Services shall include, but not be limited to, upgrades to Facilities Management Systems (FMS), installation of Energy Management Systems and Direct Digital Controls, implementation of energy conservation measures, and limited operation and maintenance (O&M) services for any Energy Savings Devices and technologies installed under any Delivery Order awarded under this BOA at various NAVFAC SW facilities within the service territory of Southern California Gas Company. The Contractor shall furnish all material, supervision, tools, equipment, labor, transportation, subcontract management, project management and, upon mutual agreement, Initial Capital to implement such projects as specified in individual Delivery Orders.

A.2 EXECUTION OF DELIVERY ORDERS

Each Delivery Order placed under this BOA shall be issued and processed in the manner hereinafter provided.

A.2.1 ORDERING PERIOD

The Government, from time to time during the period commencing on the date of this BOA and continuing for five (5) years (hereinafter called the "BOA Term"), may place orders for articles and services to be delivered hereunder.

A.2.2 ORDERING AUTHORITY

Except as may otherwise be specifically stated herein, the words "Contracting Officer" as used in this BOA or in any Delivery Order placed hereunder, shall mean the Contracting Officer of NAVFAC SW who, except as delegated hereunder to the Administrative Contracting Officer, has full responsibility and authority for administering all contractual actions arising from any Delivery Order. The NAVFAC SW Contracting Officer has the sole responsibility and authority to make changes to the provisions of this Basic Ordering Agreement or any Delivery Order.

A.2.3 FORM AND CONTENT OF DELIVERY ORDERS

The Government shall notify the Contractor in the form of a Request For Proposal (RFP) when services are requested which will be placed under a Delivery Order pursuant to the terms and conditions set forth herein. Delivery Orders shall be executed on DD Form 1155. Each Delivery Order issued hereunder shall contain at a minimum, the following information:

- a) BOA Number and Delivery Order Number
- b) BOA Effective Date
- c) Citation of Negotiation Authority pursuant to which the order is negotiated
- d) Appropriate References to this Basic Ordering Agreement
- e) Applicable Appropriation and Accounting Data; Financing Terms and Conditions; special invoicing instructions (if any)
- f) Specific shipping instructions, place of delivery, place of inspection, DOD Priority Designator
- g) Full Description of Supplies or Services to be provided; appropriate reference to work elements in Section C herein including any technical specifications in the Small Project Six Part Project Template that are applicable to each task order as stated in Attachment J.2.
- h) Agreed upon delivery or performance schedules for each work element
- i) Firm Fixed Prices for each work element
- j) FAR 52.217-7, "Option for Increased Quantity -- Separately Priced Line Item (if applicable)
- k) Such other terms and conditions as may be pertinent and peculiar to the particular products and services thereby ordered

- l) Personnel Qualification Requirements as required on individual Delivery Orders.
- m) Life Cycle Cost Analysis shall be included for all Energy Conservation Projects regardless of financing.

A.2.4 SCOPE OF DELIVERY ORDERS

Section C, "Description/Specifications," of this BOA contains general scope of work descriptions. Specific and detailed Statements of Work (SOWs) shall be executed under individual Delivery Orders, if and to the extent such Delivery Order is executed by both parties hereto and shall be in compliance with Section C herein. SOWs will specify the work to be accomplished, location of the work, and the time frame within which the work shall be accomplished. The provisions set forth in Section C shall apply to all Delivery Orders issued under this BOA to the extent that these provisions are applicable in such Delivery Orders.

A.2.5 PROPOSAL SUBMISSIONS

The Contractor shall respond to the Contracting Officer's RFP by addressing all time, technical, and cost aspects of the work as detailed below. Specific requirements for individual work elements are identified in Section C herein.

Should the Contractor decline to respond to the Contracting Officer's RFP under the provisions of this BOA, and in particular this section A.2.5, the Contractor shall provide to the Contracting Officer written notice within seven (7) calendars days of receipt of the RFP.

A.2.5.1 COMPETITION IN SUBCONTRACTING

In accordance with FAR 52.244-5, "Competition in Subcontracting", the Contractor shall, to the maximum practical extent, competitively select all subcontractors under any Delivery Order executed under this BOA. The Contractor shall include with its proposal the Abstract of Offers, identifying the project, and stating company name, address and amount of bid for all subcontract's bids. When competition is not practical, price reasonableness may be determined by comparing proposed prices with those obtained for the same or similar work, prices published in independent cost guides, published in competitive price lists or developed by independent sources.

A.2.5.2 TIMELINESS OF PROPOSAL SUBMISSIONS

The Contractor shall respond to the Contracting Officer's Request for Proposal by the due date indicated on the RFP. If the Contractor is unable to meet the required due date, the Contractor shall notify the Contracting Officer in writing no later than fourteen (14) days prior to the proposal due date requesting a proposal extension and provide an estimated date when the Contracting Officer will be in receipt of the Contractor's proposal. Requests for proposal time extension must adequately explain the reason why the Contractor is unable to respond by the required date. Approvals of requests for proposal time extensions are at the discretion of the Contracting Officer.

A.2.5.3 PERIOD OF PERFORMANCE

The period of performance of a Delivery Order may be represented in terms of number of days or number of weeks. The Contractor's proposal shall use the same notation (i.e. number of days or number of weeks) as the RFP issued by the Contracting Officer. The Contractor shall acknowledge in its cost proposal the period of performance as stipulated by the Government in its RFP and whether or not the Contractor is capable of meeting such performance requirements. If no period of performance is specified in the Contracting Officer's RFP, the Contractor shall provide an estimate of the period of performance required to complete the project(s).

A.2.5.4 COST FACTORS

Contractor proposals shall contain, but not be limited to, the following cost factors.

- a) Total Implementation Cost to the Government (including Subcontractor Bid Price(s), Cost of Capital (dollars), project management, commissioning, etc. as may be applicable).
- b) Cost-of-Money Rate (percent).
- c) Abstract of Offers, identifying project and stating company name, address and amount of bid for all subcontractors' bids. The subcontractor proposal cover sheets shall be submitted to satisfy this requirement.
- d) Full and complete detailed copy of low subcontractor(s) bids. If award will be made to other than the low bidder, the full and complete detailed copy of that proposer's bid is required along with justification for selecting other than the low bidder.
- e) Breakdown of implementation costs and estimated annual energy savings for each work element.
- f) Unit Costs for Major Components and Systems broken out separately for each work element.
- g) If requested within the RFP, Life Cycle Cost Analysis prepared in accordance with Attachment J.1.
- h) Any other pertinent cost related information necessary to adequately support the Contractor's proposal shall be included in the cost proposal at the time of submission to the Contracting Officer.

A.2.5 PRICING OF DELIVERY ORDERS

Delivery Orders executed under the authorization of this BOA shall be firm fixed price in nature. When applicable, financing terms shall be specified in individual Delivery Orders and shall separately identify the base price, applied incentives, net price, down payment (if any), financed amount, payment stream (number of payments in months and amount of each monthly payment), and capital rate applied to the financed amount. An Amortization Schedule shall be included in each Delivery Order where Contractor financing is obtained. The Amortization Schedule shall contain, at a minimum, the financed amount and payment stream where the payment stream includes, at a minimum, the total monthly payment, portion of payment applied toward reducing the outstanding principal balance, portion applied for cost of capital (interest), and prepayment penalty (if any). Contractor shall prepare and submit the Amortization Schedule to the Contracting Officer.

A.2.6 PRICING OF O&M SERVICES ON DELIVERY ORDERS

Operation and Maintenance services for any Energy Savings Devices and technologies installed under any Delivery Order awarded under this BOA may be included in any financing package on any Delivery Order. Such O&M services will be life cycle cost effective in order to be included in a Delivery Order.

A.2.7 DELIVERY ORDER OPTIONS

The Government may order any work element as a pre-priced option on any Delivery Order executed under the authority of this BOA in accordance with FAR 52.217-7, "Options for Increased Quantity – Separately Priced Line Item". Individual Delivery Orders shall include this FAR clause and identify the time periods within which options may be exercised. Financing or other payment terms shall be addressed when options are exercised.

A.2.8 DELIVERY ORDER AWARD

The Government will negotiate separate Delivery Orders with the Contractor and will agree to a firm fixed price for each work element or grouping of work elements as set forth in individual SOWs. The SOW, schedules, and associated costs shall be binding as of the date of execution by the parties. The Contractor must satisfy all pre-work requirements as detailed in Paragraph H.1 of this Agreement prior to commencement of any work for any project under the authority of this Agreement.

END OF SECTION A

REST OF PAGE INTENTIONALLY LEFT BLANK

Section B - Supplies or Services and Prices

SUPPLIES OR SERVICES**SECTION B -- SUPPLIES OR SERVICES AND PRICES****B.1 DESCRIPTION OF SUPPLIES OR SERVICES AND PRICES**

The Contractor shall supply all material, labor, supervision, tools, equipment, transportation, subcontract management, project management and Initial Capital required to satisfy the Government's requirements in accordance with Section C of this Agreement and as specified on Statements of Work executed on individual Delivery Orders.

B.2 PRICING OF CONTRACT LINE ITEMS

Delivery Orders executed under the authorization of this BOA shall be agreed to between the parties. Delivery Orders executed under the authorization of this BOA shall be firm fixed price in nature, bilaterally executed in writing between both parties. All proposals submitted by the Contractor and all prices agreed to for a specific Delivery Order under this BOA shall be awarded on a firm fixed price basis.

B.3 ACCOUNTING AND APPROPRIATION

Accounting and Appropriation data shall be provided on Delivery Orders at the time of execution. Contract items that are financed by the Contractor do not require accounting and appropriation data; however, financed agreements do require a financed payment stream (Amortization Schedule) attached to the contract at the time of execution. As required in FAR Part 32, Subpart 32.903, the Government shall promptly pay ECM utility bills and finance payments. Late payments shall accrue interest as provided in FAR Part 32, Subpart 32.907.

B.4 FINANCE REQUIREMENTS

When required by the Government, and agreed to by Contractor, and when sufficient energy, maintenance, avoided costs, and savings exist, the Contractor shall provide Initial Capital in excess of available Government funds for projects awarded on Delivery Orders. Financing terms shall be specified in individual Delivery Orders and shall separately identify the base price, applied incentives, net price, down payment (if any), financed amount, payment stream (number of payments in months and amount of each annual payment), and capital rate applied to the financed amount. An Amortization Schedule shall be included in each Delivery Order where Contractor financing is obtained. The Amortization Schedule shall contain, at a minimum, the financed amount and payment stream where the payment stream includes, at a minimum, the total annual payment, portion of payment applied toward reducing the outstanding principal balance, and portion applied for cost of capital. Termination of financed amounts, once funded by the Contractor or a financial institution, shall be in accordance with FAR 52.249-2 and in accordance with the Amortization Schedule within each Delivery Order.

B.4.1.1 INTEREST CALCULATIONS

Unless otherwise stated in an individual Delivery Order, interest applicable to financed work elements shall be calculated using the daily average yield to maturity for the Treasury Note commensurate with the proposed finance duration (hereinafter called "Index Rate"). Rates may be locked in the week preceding the execution of the contract. Factors which address risk associated with the finance duration may be considered in the development of the final index rate. Interest accrues as stated on the Amortization Schedule that is a part of each financed Delivery Order. [REDACTED]

B.5. PRE-PAYMENT/BUYOUT OPTION

Notwithstanding any other provision of this Agreement, the Government shall have the right to a pre-payment in whole or in part any obligation owed to the Contractor on any work element or Delivery Order, at a date

that is earlier than the finance completion date. The Government acknowledges that the Contractor negotiates with lending institution(s) and that there may be a pre-payment penalty associated with the partial (buy-down) or full (buyout) payment during the term of the loan. Termination of any financed amounts shall be in accordance with FAR 52.249-2 and in accordance with the Amortization Schedule included within each individual Delivery Order.

B.6. PRE-ACCEPTANCE TERMINATION

In the event the Government desires to terminate a Delivery Order for any reason prior to Acceptance, the Government may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination. If a termination occurs for the convenience of the Government, the amount payable pursuant to this paragraph shall be deemed as an allowable cost under FAR. (See Part 17 and Part 52, Subpart 52.249-2 and in accordance with the Amortization Schedule included within each Delivery Order.)

B.7. POST-ACCEPTANCE TERMINATION

In the event the Government desires to terminate a Delivery Order for any reason after Acceptance, the Government may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination. If a termination occurs for the convenience of the Government, the amount payable pursuant to this paragraph shall be deemed as an allowable cost under FAR. (See Part 17 and Part 52, Subpart 52.249-2 and in accordance with the Amortization Schedule included within each Delivery Order.)

B.8. ASSIGNMENT OF CLAIMS

Government payments under each Delivery Order executed pursuant to this Agreement may be assigned pursuant to FAR, Part 52, Subpart 52.232.23 "Assignment of Claims." Any bank, trust company or other financing institution that meets the requirements of FAR Parts 32, Subpart 32.8 and applicable federal law and participates in financing any project awarded under this BOA shall not be considered a Subcontractor of the Contractor. Any "Assignment of Claims" must comply with the provisions of FAR, Part 32, Subpart 32.8 and applicable federal law.

B.9. INCENTIVES AND REBATES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

B.10. UTILITY DSM PROGRAM INCENTIVES AND REBATES

The Contractor shall identify potential Demand Side Management (DSM) incentives and rebates that are available to all work elements executed on individual Contracts on which the Government can take action. Government acknowledges that incentives may change from time to time and may discontinue without warning. The Government can participate in both Rebate and Incentive programs, as applicable, but cannot take advantage of more than one for the same ECO measure. Government is obligated to directly apply for and collect any offered DSM incentives or rebates.

B.10.1. Prescriptive Measures (Rebates) wherein there is a set rebate payment amount per measure/unit that is on a fixed list of eligible measures. An application to a rebate program is generally made after the measures have been installed.

B.10.2. Customized Measures (Incentives) wherein there is a calculated custom payment amount based upon a combination of electric kW and kWh and/or natural gas therm reductions achieved. To be eligible, the Government must complete utility-respective DSM incentive application forms, processed by the respective natural gas or electric utility, before the Contractor completes and submits to the Government the scope of work in request for proposal.

B.11 OPTION TO EXTEND

All parties to this BOA recognize that FAR 52.217-9, Option to Extend the Term of the Contract, is applicable to, and intended for, the construction aspects of any Delivery Order only. This clause shall not be interpreted as allowing the Government to extend the finance term of the contract in any manner that is inconsistent with a Delivery Order.

END OF SECTION B

REST OF PAGE INTENTIONALLY LEFT BLANK

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	UESC BOA FFP UTILITY ENERGY SERVICE CONTRACT (UESC) AT UNITED STATES NAVY/MARINE CORPS/ARMY FACILITIES WITHIN THE SERVICE TERRITORY OF SOUTHERN CALIFORNIA GAS COMPANY. FOB: Destination	[REDACTED]	Project	\$1.00	[REDACTED] NTE

NET AMT

[REDACTED]

Section C - Descriptions and Specifications

SCOPE OF WORK**SECTION C -- DESCRIPTION OF WORK/SPECIFICATIONS****C.1 DEFINITIONS**

Acceptance: means that an authorized representative of the Government has provided written approval of specific services rendered and assumed ownership of the product, as partial or complete performance of the contract. Government acceptance does not relieve the Contractor from responsibility for complying with contract requirements.

Amortization Schedule: means, in regard to any financial agreement executed for any work element on any Delivery Order, the contract price, applied incentives, down payment (if any), financed amount, capital rate applied to financed amount, and payment stream. The payment stream shall contain, at a minimum, the total monthly payment, portion of payment applied toward reducing the outstanding principle balance, portion applied for cost of capital, and additional prepayment penalty (if applicable). The amortization schedule is the controlling document regarding payment for the contract debt. All payments will be made in accordance with this schedule.

Approval: means the Government has completed review of equipment submittals or administrative documents (e.g. insurance certificates, quality control plans, work schedules, etc.) and has determined that the documents conform to the contract requirements. Government approval does not relieve the Contractor from responsibility for complying with contract requirements.

Avoided Cost: savings that occur in future by avoiding the need to do something planned as a result of implementing an energy project today.

Base: as used in this Agreement and any Delivery Order placed under this Agreement, means any NAVFAC SW area of responsibility within the Contractor's local authority for which a Delivery Order applies, including any tenant activities and commands.

Basic Ordering Agreement (BOA): means this document and any attachments hereto. Also referred to as "Agreement". This Agreement alone is not a binding contract. Delivery Orders executed under the authority of this Agreement incorporate all of the terms and conditions of this Agreement and constitute contractually binding documents.

BOA Term: The time period during which orders may be placed against this BOA. Also referred to as "Ordering Period". The BOA Term commences on the date signed by the Government and has a maximum term of five (5) years thereafter.

Beneficial Use: means that the Government has begun to receive substantial benefit of a particular part of equipment or work element installed under a Delivery Order.

Contract: means all documentation, including any exhibit, attachment, schedule, appendix, and enclosure, which adequately convey Government requirements to the Contractor whereby mutual consideration is exchanged. The terms "Contract" and "Delivery Order" are to be considered synonymous.

Contracting Officer: means a Government official designated in writing who is authorized to enter into, administer and/or terminate contracts on behalf of the Government, and make related determinations and findings within the limits established pursuant to agency regulations. The Contracting Officer is the only Government representative who can provide binding contractual interpretation and direction.

Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) or Resident Officer In Charge of Construction (ROICC): means an individual given written authority from the Contracting Officer to act on behalf of the Contracting Officer for technical or related matters only. Such individual does not have the authority to bind the Government to any level of contractual authority or obligation and cannot provide binding interpretation of or direction regarding contract requirements.

Contractor: as used in this BOA and subsequent Delivery Orders means San Diego Gas & Electric Company, its Subcontractors and suppliers.

Cost Effective: means providing Savings to Investment Ratio (SIR) greater than 1.0, as determined by using the methods and procedures developed pursuant to 10 U.S.C. & 2911, 10 U.S.C. & 2913 and 42 CFR Part 436.

Commissioning: Turnkey installation and start-up of any item such as: equipment, software, firmware, device, or system that has been installed, replaced, repaired, optimized, operated, or modified under this Contract.

Continuous Commissioning (CCx): is an ongoing process to resolve operating problems, improve comfort, optimize energy use and identify retrofits for existing commercial and institutional buildings and central plant facilities. CCx focuses on improving overall system control and operations for the building, as it is currently utilized, and on meeting existing facility needs. It goes beyond an operations and maintenance program. It does not ensure that the systems function as originally designed, but ensures that the building and systems operate optimally to meet the current requirements. During the CCx process, a comprehensive engineering evaluation is conducted for both building functionality and system functions. The optimal operational parameters and schedules are developed based on actual building conditions and current occupancy requirements. An integrated approach is used to implement these optimal schedules to ensure local and global system optimization and persistence of the improved operational schedules.

Commissioning Plan: a plan outlining the organization, schedule, allocation of resources and documentation requirements of the commissioning process

Commissioning Report: a report describing the specific commissioning process specifications, testing methods and results, deficiency punch list, measurements, product information and warranties, and installation start-up and shut down processes and procedures.

Comprehensive Audit Program: which provides qualifying business customers with a no-cost, high level energy audit and analysis conducted by outside trade professionals and top-tier engineering talent.

Data Acquisition and Reporting Equipment: Data Acquisition Equipment is equipment and instrumentation used to identify, isolate and gather data to be centrally processed. Data acquisition equipment includes sensors, transducers, and local processors. Data is transmitted or "Reported" to a central work station where it is processed and analyzed. The data may be used for utility management decision making. Circuit monitors and electrical meters are devices used on the UMIS to collect electrical data such as Time of Use (TOU), demand, power factor, and total power usage. Fluid flow meters are used to collect data on systems such as gas. Fluid meters may have similar functions to electrical meters.

Davis Bacon Act Wage Rates (DB Wages): Those wages prescribed by the United States Department of Labor to be paid to all employees and subcontracted employees as a minimum for all labor associated with construction effort in excess of \$2,000.00.

DSM Programs: Demand-Side Management Utility-sponsored programs, funded by the Public Goods Charge, PGC, that encourages respective utility customers to implement energy efficiency improvements to reduce electricity and/or natural gas consumption during all or significant portions of the year. An energy efficiency improvement can be defined as reduced energy use for a comparable level of service, resulting

from the installation of an energy efficiency measure or the adoption of an energy efficiency practice. Government participation in DSM programs is voluntary and can be accomplished independent of the UESC contract vehicle.

Delivery Order: An order placed pursuant to the terms and conditions set forth in this BOA. A Delivery Order is a contractually binding document and has the same meaning as “Contract”.

Design/Build: means all work necessary to take a project from functional requirements through construction completion. All work shall comply with industry standards and codes.

Energy Audit Report (EAR): a report provided by the Naval Facilities Engineering and Expeditionary Warfare Center (EXWC), which reports the current energy usage in MBTU per square foot compared to a FY 1985 baseline.

Energy Conservation Opportunity (ECO): means a specific energy conservation opportunity intended and designed to provide any of the following: energy savings, demand reduction, efficiency improvements, operation and maintenance savings, and avoided costs to the Government at a project location.

Energy Conservation Project (ECP): means an energy project pursuant to 10 U.S.C. & 2911, 10 U.S.C. & 2913, and the Energy Policy Act 2005, which saves energy, maintenance or operational costs.

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

Environmental Laws: means 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.

Excluded Activity: means the containment, detection, disposal, discharge, handling, removal, storage, transportation, treatment or use of Hazardous Materials.

Facilities Management System (FMS): means the existing system of hardware and software which, as of the date of the development of this BOA, operates various building and utility systems throughout the Naval Facilities within NAVFAC Southwest Region Area. The FMS uses a centrally located processing unit. The FMS may include Fire Protection, Security and energy consuming systems. The FMS may use propriety protocols on both the physical and application layers.

FAR: Federal Acquisition Regulation as codified at 48 C. F. R. Chapter 1, et seq.

Fiscal Year (FY): The Federal Government fiscal year is from 01 October to 30 September.

Gateway: means a device that allows proprietary hardware and software to communicate with the hardware and software of another manufactures. A gateway will allow equipment of local area network (LAN) to communicate equipment of another LAN.

Government: The United States of America, Department of the Navy, NAVFAC SW, and its tenant activities and commands, as represented by the Contracting Officer or Contracting Officer’s Representative.

Hazardous Materials: means (a) any chemical, material or substance at any time defined as or included in any formulations intended to define, list or classify substances by reason of deleterious properties such as

ignitability, corrosivity, radioactivity, reactivity, carcinogenicity, toxicity, or words of similar import under any applicable Environmental Laws or publications promulgated pursuant thereto; (b) asbestos in any form; (c) urea formaldehyde foam insulation; (d) equipment or fixtures containing polychlorinated biphenyls; and (e) any other chemical, material or substances, exposure to which is prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to health and safety of the owners, occupants or any other persons at or in the vicinity of any Project Site.

Incentives and Rebates: Energy efficiency rebates and incentives, funded by the California Public Utility Commission's Public Purpose Programs (PPP), that encourages respective utility customers to implement energy efficiency improvements to reduce electricity and/or natural gas consumption during all or significant portions of the year. An energy efficiency improvement can be defined as reduced energy use for a comparable level of service, resulting from the installation of an energy efficiency measure or adoption of an energy efficiency practice. Not all energy efficiency measures or practices qualify for rebates or incentives.

Initial Capital: Where requested in a Delivery Order and agreed to by the Government and the Contractor, the Contractor shall secure financing of funds in excess of available Government funds that are required to complete the work. Such financed amounts shall be secured either from a financial institution or from the Contractor's operating funds as deemed appropriate by the Contractor. Termination of finance amounts shall be in accordance with the Amortization Schedule included within each individual Delivery Order.

Key Performance Indicators (KPIs): the Performance Assurance plan must include performance metrics for each ECM and instructions for establishing, investigating, and reestablishing optimal performance over time, including clearly identified KPIs and acceptable targets sufficiently defined to correlate with the contract savings values for each ECM. These KPIs are important for maintaining optimal performance, and can alert staff to ECM tune-up needs before those needs become expensive repair or replacement problems.

Latent Defect: faults or defects caused by failures in design or workmanship or materials, and may not become apparent or readily detectable (even with the exercise of reasonable care) until many years after completion of the project.

Life Cycle Cost: means the sum of the present values of investment cost, capital costs, installation costs, energy costs, operating costs, maintenance costs, and disposal costs, over the lifetime of the project, product or measure. Guidance on measuring Life Cycle Costs is specified in 10 CFR & 436.19 and as described in Attachment J.1.

LonMark: is a building Automation and Control networking protocol. It is a communication protocol designed to enable computer based building automation and control equipment to operate regardless of manufacturer. LonMark will allow any automation device to have its object types, i.e., its control loops, schedules, calendar, inputs, and outputs, mapped into a virtual LonWorks device which can be accessed by a set of common commands. Common commands can be used to communicate with any device that is LonMark compliant. BACNet is another building Automation and Control networking protocol that will apply where LonMark is not the prevalent control system on a Base.

Measurement & Verification (M&V): M&V is the process of quantifying the energy and cost savings resulting from improvements in energy-consuming systems.

Modification: means a written document executed by the Contracting Officer which modifies this Agreement or a Delivery Order in any respect. Modifications shall be executed on a Standard Form (SF) 30.

Occupied Periods: for the purpose of work coordination, means normal working hours during which facilities are in use. Typical working hours are 0700 - 1630 Pacific Time.

Non-Proprietary: means equipment, devices, software, firmware, operating systems, hardware and software protocols that comply with open standards. Products that use open standards and will operate with products of another manufacturer are non-proprietary.

Performance Assurance: performance of the equipment and systems installed shall be assured to accomplish the expected energy and/or water usage and cost reductions as proposed

Performance Assurance Plan: a plan that describes strategies for measuring and presenting baseline consumption and operating hours, design consumption and operating hours, as-installed consumption and operating hours for each ECM; provides for appropriate commissioning, M&V, operations and maintenance (O&M), and periodic process review to assure performance at design targets for the life of the equipment.

Performance Assurance Report: a report describing a project's performance and savings achieved to date; identifying if control strategies are in place and functioning, if proper O&M has been performed, and describing performance deficiencies and opportunities to enhance equipment performance.

Point: means any device or equipment that is connected to a direct digital control panel for the purpose of monitoring or controlling a system or equipment.

Point List: A report that identifies all points.

Prepayment Schedule (For Finance Projects): a schedule that is provided by a third party financier and includes repayment options for partial or full payment of the financing contract at any time during the contract period. The Prepayment Schedule shall include a formula agreed to by both the Government and the Contractor and shall be in an attachment to each financed Delivery Order.

Project: means the total of all work elements required to accomplish the specific requirements set forth on individual Statements of Work (SOWs) for Delivery Orders executed under the authority of this Agreement. The term "project" may refer to one or more work elements.

Project Manager: means, with respect to a particular work element or Delivery Order, the individual designated as the Project Manager who is responsible for overseeing all work on such work element or Delivery Order.

Project Site: means a specific area where work is to be performed. Project sites shall be identified on individual Delivery Orders.

Proprietary: means equipment, devices, software, firmware, operating systems, hardware and software protocols that are exclusive to one manufacturer.

Punch List: means, with respect to any work element, a list of corrective actions required to complete such work elements following the substantial completion thereof.

Release: means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Materials into the indoor or outdoor environment (including, without limitation, the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Materials), or into or out of any Project Site, including the movement of any Hazardous Materials through the air, soil, or property.

Request for Proposal (RFP): means the pre-contract document issued by the Contracting Officer requesting technical, cost and pricing information and related supporting documentation from the Contractor for a specific scope of work.

Savings to Investment Ratio (SIR): means the Net Present Value of ECP Savings Stream divided by the ECP cost using discount factors from the "Energy Prices and Discount Factors for Life-Cycle Cost Analysis (year applicable), Annual Supplement to NIST Handbook 135 and NBS Special Publication 709, U.S. Department of Commerce." (Refer to Attachment J.1).

Statement of Work (SOW): means the specific and detailed technical description of Government requirements relative to products or services ordered under Delivery Orders. Also referred to as “Scope of Work”.

Service Contract Act Wage Rates (SCA Wages): means those wages prescribed by the United States Department of Labor to be paid to all employees and subcontracted employees as a minimum for all labor associated with the performance of services in excess of \$2,000.00.

Simple Payback Period: means the ratio of the estimated ECP cost divided by the estimated savings per year by implementing the Energy Conservation Project.

Subcontractor: means either an entity contracting directly with the prime Contractor to furnish equipment or services as a part of or related to a particular Delivery Order or an entity contracting with a Subcontractor of any tier to furnish equipment or services as part of or related to such Delivery Order.

Substantial Completion: means completion of a particular work element for a given Delivery Order except for matters set forth on the Punch List. The date of Substantial Completion of a work element shall be the date of Acceptance of such work element. However, as to a specific severable item of work, Substantial Completion occurs upon Beneficial Use of that item of work.

Utility Energy Service Contract (UESC) or Utility Energy-Efficiency Service: means Demand-Side management or energy conservation services provided by a gas or electric utility to improve the efficiency of use of the gas or electric commodity (electricity, gas, etc.) being distributed. Services can include, but are not limited to, energy efficiency and renewable energy, project auditing and surveying, financing, design, installation, operation, maintenance, and monitoring. E.O. 13423 72 RF 33504 (June 11, 2007) - A Contract between a Federal agency and a local utility providing energy, water, or sewage services, as well as provision of technical services and /or upfront project financing for energy efficiency, water conservation, and renewable energy investments, allowing Federal agencies to pay for the service over time on their utility bill or through a separate agreement.

Utilities Management Information System (UMIS): The Utility Management Information System is the term used to describe a utilities data collection, reporting and processing system. The UMIS shall collect utility data and shall report that data to a central work station located as designated in a Delivery Order. The UMIS shall have remotely located data acquisition equipment. Data will be transmitted on various communication pathways.

Wage Determinations: Those wages (DB or SCA) prescribed by the United States Department of Labor which shall be paid to all employees and subcontracted employees as a minimum for performance of labor on Delivery Orders executed hereunder.

Work: means all labor, materials, tools, equipment, services, transportation, and other items required for the completion of a particular work element on a given Delivery Order.

C.2. DESCRIPTION OF WORK

The Government and the Contractor agree to proceed with the identification, development and/or implementation of work in accordance with the general descriptions provided herein. The scope of this Basic Ordering Agreement shall include all facilities and utility systems on the Base unless otherwise restricted by this Agreement or an individual Contract. Specific scopes of work shall be provided on individual Delivery Orders. The Contractor shall provide Initial Capital, labor, supervision, material, supplies, tools, equipment, transportation, subcontract management, and project management as may be required to identify and implement projects executed by Contractor under this BOA. To the maximum extent practical, the Contractor shall competitively select subcontractors in accordance with FAR 52.244-5, “Competition in Contracting”. Subcontractor selection shall be based on cost, experience, past performance and responsibility. When competition is not practical, price reasonableness may be determined by comparing proposed prices with those obtained for the same or similar work, prices published in independent cost

guides, published in competitive price lists or developed by independent sources. Failure to competitively select subcontractors without prior written notice to the Contracting Officer may result in rejection of the Contractor's proposal by the Contracting Officer.

The Basic Ordering Agreement provides for individual work element items that are to be contracted for under specific Delivery Orders. The Contractor and the Government shall each have the option of agreeing to provide or accept individual work elements within each Delivery Order whether identified below in Section C or not.

C.2.1. PRELIMINARY ENERGY AUDITS

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management and Initial Capital required to identify preliminary energy savings. A visual inspection of the facility shall be made to determine energy saving opportunities and collection of information to determine the need for more detailed analysis. At the request of the Government and upon mutual consent of both parties, this audit shall be provided to the Government. These surveys may contain, but are not limited to, the following information as specified on individual Delivery Orders:

- a) Estimated energy savings.
- b) Estimated cost savings, including reduced maintenance costs.
- c) Average utility rate(s).
- d) Identification of potential incentives and rebates for proposed projects.
- e) Simple payback period.
- f) General description of existing equipment.
- g) General description of proposed repair, replacement, modification and ECP.

C.2.1.1. PRELIMINARY AUDIT LIMITATIONS

The following limitations shall apply to preliminary audits offered at no cost to the Government:

- a) Preliminary audits shall be limited to visual walk through inspections of buildings, facilities, and equipment.
- b) Manpower requirements shall not exceed one half (1/2) full time equivalent staff.
- c) Duration of the preliminary audit shall not be required to exceed fourteen (14) calendar days, with actual schedule and work elements determined by the Contractor in accordance with the minimum information requirements of C.2.1.
- d) Preliminary audits shall be conducted during regular working hours, without overtime or additional compensation required in order to bring the Audit to completion.
- e) Deliverables for the preliminary audit shall be defined by the Contractor, notwithstanding the minimum information requirements of C.2.1.
- f) Preliminary audits are the property of the Contractor; however, preliminary audits may be used by the Government for the sole purpose of developing energy projects under this BOA.
- g) As long as no cost preliminary audits are provided to Contractor commercial customers, they shall be provided at no cost to the Government.

C.3.1. FIELD INVESTIGATION

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management and Initial Capital required to conduct site surveys, tests, and measurements to quantify facility information related to energy uses and losses and determines the economics for proposed projects.

C.3.1.1. FIELD INVESTIGATION REPORT

When specifically required on an individual Delivery Order, a Field Investigation Report shall be prepared and submitted. The Field Investigation Report shall contain the following information as specified on individual Delivery Orders.

- a) A summary of the field investigation findings.
- b) Data compilation, evaluation, and analyses.
- c) Inventory and status of candidate facilities, systems and components.
- d) A general discussion of design solutions.
- e) An estimate of the project cost.
- f) Simple sketches of the existing and/or the proposed systems/components.
- g) Additional supporting documentation per specific scopes of work.
- h) Provide conclusions, recommendations, and proposed plan of action and milestones.

C.4.1. UTILITY ENERGY-EFFICIENCY SERVICE

This work element is comprised of several sub work elements each of which may be executed individually. Refer also to Paragraphs C.4, C.5, and C.6. Per the requirements of individual Delivery Orders, the Contractor shall provide construction plans, certified by a registered engineer or architect, as applicable, to assure compliance with design plans and specifications, equipment manufacture requirements, and all applicable Federal, State and local laws, codes and regulations.

C.4.1.1. COMPREHENSIVE SURVEYS

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management and Initial Capital required to provide adequate engineering analysis as defined in individual Delivery Orders and report specific costs, payback periods, and projected energy, maintenance, operational, and savings and/or avoided costs to the Government from the purchase and installation of devices or systems, or from modification to facilities, utility systems, operation and maintenance procedures, and/or building envelopes. The audit may contain, but shall not be limited to, the following information as required in individual Delivery Orders.

- a) The type, size, energy use for systems and equipment identified and affected by a proposed Energy Conservation Opportunity (ECO).
- b) Identification of energy conservation opportunities (ECOs) including sufficient detail to identify the Scope of Work and intent of each ECO.
- c) Recommendations for the acquisition and installation of energy conservation measures.
- d) Identification of energy conservation projects (ECPs) as result from ECOs formulation, including estimated period of performance for implementing ECPs.
- e) Each ECO shall identify EMS requirements including potential additional EMS control points.

C.4.1.1.1. ECOSUBMITTAL

This submittal shall be prepared and submitted to the Government prior to the ECP Formulation Meeting.

- a) ECO Evaluation Matrix on a spreadsheet or database report.
- b) Facility, System, or Equipment Energy Consumption - The Contractor shall provide an identification of major energy using systems in the building - type of cooling or heating system (or both), fuel or energy use for cooling, heating, special energy using system, and lighting, as applicable to the ECOs being proposed within the ECO submittal.
- c) Provide energy conservation calculations including basis for such calculations for each proposed ECO for the Base.

- d) ECOs Summary - Contractor shall provide a summary of all ECOs on a building by building basis and by project type. The ECOs shall be ranked by simple payback, from lowest to highest.

C.4.1.1.2. AUDIT REPORT

The Contractor shall prepare and submit Audit Report(s) in the format specified herein unless otherwise provided for by individual Delivery Order.

- a) Inside cover title page.
- b) Acknowledgments.
- c) Table of Contents.
- d) Introduction - a brief paragraph providing the purpose for the Survey.
- e) Executive Summary - a brief summary of the current situation and the results of the Survey.
- f) ECP Summary Table - for the ECPs with their respective project type, energy saved cost of energy saved, total cost of the ECPs, savings per year, the simple payback period and when required by individual Delivery Order the Saving to Investment Ratio (SIR).
- g) Building/Facility Description - A description of the building or utility system audited. The building number, building square footage, number of stories or floors, and a short description of the building envelopes (i.e. walls, roof, etc.) shall be provided. A description of the functional use of the building, approximate daily hours of operation, and an indication of partial use shall be provided.
- h) List of No-cost or Low-cost ECOs - a brief summary of no-cost or low-cost ECOs.
- i) Brief description of each ECO. ECOs which require minimal design shall have a brief Scope of Work attached.
- j) List of ECOs and Evaluation Matrix - A complete list of ECOs, brief description, estimated energy saving, estimated energy cost savings, cost of the ECO, simple payback, and when required by individual Delivery Order, SIR. ECOs shall be ranked according to simple payback and listed in ascending order.
- k) List of ECPs - A complete list of ECPs developed from the ECPs Formulation Meeting. When required by individual Delivery Order, ECPs shall be developed with complete DD Form 1391 documentation and Energy Life Cycle Cost Analysis Summary per Attachment J.1.
- l) List of Low Potential Projects - When required on individual Delivery Orders, the Contractor shall provide a brief summary of ECOs that were considered but rejected due to high simple payback (greater than 10 years), impractical, or not feasible.
- m) Scope of Work - For each ECO contained within an ECP, wherein the implementation is considered a complex measure and/or comprised of multiple mechanical components, a Scope of Work shall be included in the Survey Report which delineates the implementation requirements of the particular ECO.
- n) Conclusions and Recommendations.
- o) Appendices:
 - i. Individual ECP - A list of ECP in ascending order of pay back.
 - ii. Supporting Calculations, Analyses, and Assumptions.

- iii. Weather Data - Where weather related factors contribute significantly to the ECOs contained within an ECP, the Contractor shall provide copies of weather data upon which the calculations were based.
- iv. Technical Information - Contractor shall provide relevant technical information such as equipment description(s) and specification(s), cut sheets, price quotes, etc. to adequately define the equipment proposed for installation under each major ECO contained within an ECP.
- v. Auditor's Field Data Sheets - Contractor shall provide the auditor's field data indicating information gathered during the Survey. The field data need not be typed but copies shall be readable and legible.
- vi. List of Previous Studies - Contractor shall provide listings of known previous studies pertaining to energy conservation within the last five years.
- vii. Base Map - A copy of the base map (to be provided by the Activity).
- viii. References - Contractor shall provide a list of references including articles, handbooks, etc. used in the preparation of this Report.

C.4.2.1. DESIGN OF ECPS

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management and Initial Capital required to provide complete bid documents including design plans and specifications in accordance with generally accepted industry standards for the type of Work under design, or when required by individual Delivery Order, the latest version of Attachment J.1. As required on individual Delivery Orders, specifications shall be required in either of the following formats.

- a) SPECSINTACT, (Attachment J.1).
- b) Construction Specifications Institute (CSI) (Attachment J.1).

C.4.3.1. CONSTRUCTION OF ECPS

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management and Initial Capital required to demolish existing equipment and controls, and install, ECPs which required a design. Commissioning of ECPs shall be as specified in individual Delivery Orders. The ECP shall provide fully functioning equipment, systems, FMS, EMS, or other controls unless specified otherwise on individual Delivery Order. The Contractor shall provide to the Government all as-built drawings, manuals, and instructions to the Government.

C.4.4.1. NON-DESIGN ECPS

The Contractor shall provide labor, materials, tools, equipment, transportation, subcontract management, project management and other services required to demolish existing equipment and controls, install and commission non-design ECPs. The ECP shall provide fully functioning equipment, systems, FMS, EMS, or other controls unless specified otherwise on individual Delivery Order. The Contractor shall provide manuals and instructions to the Government.

C.4.5.1. DESIGN/BUILD ECPS

The Contractor shall provide labor, materials, tools, equipment, transportation, subcontract management, project management and other services required for the design and construction of ECPs that require engineering design. The ECP shall provide fully functioning equipment, systems, FMS, EMS, or other controls unless specified otherwise

in individual Delivery Orders. The Contractor shall provide to the Government all as-built drawings, manuals, and instructions to the Government.

C.5.1 FMS TO EMS MIGRATION

This work element is comprised of several sub work elements each of which may be executed individually. The Contractor shall provide all material, supervision, tools, equipment, labor, transportation, subcontract management, project management and Initial Capital required to conduct field investigations, design, and construct FMS to EMS migration, system upgrades, modifications, and supporting equipment. The Contractor shall provide fully functioning equipment, systems, FMS, EMS, or other controls as specified in individual Delivery Orders.

C.5.1.1. EMS DESIGN

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital, and other design support services required as specified in individual Delivery Orders. As specified on individual Delivery Orders, EMS designs shall include data gathering, shop drawings, monitoring, gateways, communication pathways, and data reporting.

C.5.1.2. EMS CONSTRUCTION SERVICES

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other construction services required to implement construction as specified in individual Delivery Orders, including but not limited to, the following:

- a) Implement FMS to EMS migration designs, specifications, and specific scopes of work.
- b) Provide gateway interfaces to control existing FMS with EMS. The FMS shall be integrated into EMS without loss of functionality.
- c) Provide DDC automatic controls.
- d) Provide Smart Field Panels, Remote Terminal Units (RTU), Unitary Controllers, and universal Programmable Controllers.
- e) Provide EMS construction services to connect additional facilities and utilities to the EMS.
- f) Provide a fully operational and turnkey EMS, including communication pathways (when required by specific scopes of work).
- g) Provide migration and construction planning and construction management.
- h) Utilize the most current and economical equipment and supplies required to complete the construction effort.
- i) Provide a construction plan of actions and milestones, updated Monthly.
- j) Provide a project manager responsible for coordinating all aspects of construction and subcontractor efforts with the Base, the Contracting Officer, and the Contracting Officer's Technical Representative (COTR).
- k) Provide for the most logistically feasible, cost effective, and efficient construction implementation.
- l) Minimize to the maximum extent practicable utility outages, FMS and EMS downtime, and other construction-related impacts which may affect the operation of the Base or Base personnel.
- m) Provide for ease of use, operation, and maintenance.
- n) Provide Training as directed by the Government.
- o) Provide hardware, software, maintenance, and operator's manuals.
- p) If required on individual Delivery Orders, the Contractor shall provide construction plans, certified by a registered engineer or architect, as applicable, to assure compliance

- with design plans and specifications, equipment manufacture requirements, and all applicable Federal, State and local laws, codes and regulations.
- q) Provide performance testing upon completion of installation to demonstrate that performance meets the criteria of this Agreement and specific scopes of work under Delivery Orders executed under the authority of this Agreement. Submit written request for final Government inspection to COTR for acceptance a minimum of 48 hours in advance.
 - r) Provide diagnostic reports for EMS/FMS components.
 - s) Provide Graphic User Interface Evaluation Criteria.
 - t) Provide software enhancements and upgrades.
 - u) Provide complete ID/IQ work elements and costs for both the existing FMS and the proposed EMS.
 - v) Provide commissioning report.
 - w) Provide data and drawings in an electronic format when such data and drawings have been either developed by, or provided to, the Contractor in electronic format.
 - x) Provide as-built drawings, updates to existing plans, diagrams, manuals, and instructions to the Government.

C.5.1.3. EMS DESIGN/BUILD

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to conduct field investigations, perform engineering analyses, and design-build a fully functional EMS. The Contractor shall submit a preliminary design package to include: a points list, systems identification, typical specifications and typical drawings as a basis for design. The Government maintains the right to perform a functional review of the Contractor's design-build package. The Contractor shall provide shop drawings, sequence of operations, set points, time schedules, flow diagrams, and database tables for all completed work as specified on individual Delivery Orders. Completed work shall be fully functional, and shall be commissioned in accordance with the Scope of Work in individual Delivery Orders executed under the authority of this Agreement.

C.5.1.4. EMS/EMSEQUIPMENTREMOVAL,RELOCATIONAND DECOMMISSIONING

The Contractor shall provide labor, materials, tools, equipment, transportation, subcontract management, project management and other services required to decommission, remove, and relocate EMS and FMS equipment. The Contractor shall store equipment in Government provided facilities as directed in individual Delivery Orders. The Contractor shall provide an initial inventory of all equipment, materials, supplies, software, hardware, and components that the Contractor remove from use in the course of the execution of Work under this Agreement or subsequent Delivery Orders. Inventory items shall be clearly marked to indicate the following.

- a) Purpose for removal (e.g., decommission, replace, etc.)
- b) Status (operational, non-operational, etc.)
- c) Action (dispose, pending Government direction, re-use, etc.)
- d) Government directions given for handling, disposal, storage.

C.6.1. OPERATION & MAINTENANCE (O&M)

This work element is comprised of several sub work elements each of which may be executed individually. The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management and Initial Capital required to operate, maintain, and repair any Energy Savings Devices and technologies installed under any Delivery Order awarded under this Agreement.

C.6.1.1 OPERATION & MAINTENANCE OF ECPS

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to provide for the overall operation and maintenance of any Energy Savings Devices and technologies installed under any Delivery Order awarded under this Agreement.

C.7.1 NATURAL GAS (NG) ENERGY RELATED SERVICES

This work element is comprised of several sub work elements each of which may be executed individually. The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to provide NG leak detection survey(s), management plans, and to repair NG system leaks.

C.7.1.1. NG LEAK DETECTION SURVEYS

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to provide NG leak detection survey(s), classifications, and management plans and shall identify and prioritize necessary repairs. Leaks shall be classified as soon as located in accordance with the American Society of Mechanical Engineers (ASME) Leak Classification Guide and Action Criteria (Attachment J.1).

C.7.1.2. NG LEAK REPAIR

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to repair NG system leaks. The Contractor shall propose methods and materials to repair leaks subject to Contracting Officer approval. The Contractor shall provide a report in a format directed in individual Delivery Order. General submittal formats are provided in Paragraph C.4 herein.

C.8.1. ENERGY FACILITIES AND SYSTEMS MODELING

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to perform detailed energy modeling. The Contractor shall propose modeling software and data collection methods subject to Contracting Officer approval. Analyses shall be performed on energy consumption or energy transportation systems. The Contractor shall prepare a report of findings, conclusions, and recommendations as a result of the modeling and analysis. Representative examples of systems for which modeling may be requested include, but shall not be limited to, the following.

- a) Steam Distribution
- b) Electrical Distribution
- c) Compressed Air
- d) Refrigeration
- e) Residential and Commercial Facilities
- f) Central Heating and Cooling Plants
- g) Liquid Propane Gas (LPG) and Natural Gas (NG) Distribution
- h) Building Envelopes
- i) Energy consuming equipment and devices

C.8.1.1. MODELING REPORTS

The Contractor shall provide energy modeling as specified in C.8.1. As specified in individual Delivery Order, reports may contain the following information.

- a) Data requirements.
- b) Schedule of operations

- c) Internal System Loads
- d) Materials and assemblies
- e) Common hourly weather file type as approved by the Government
- f) Utility Rates
- g) Input data for each Model
- h) Definition list of all variables used.
- i) List of all assumptions.
- j) List of Default Values used.
- k) All standard reports of the model included with the application.
- l) A detailed report of the results of the model.
- m) Economic analysis in format determined by Government.
- n) Model calibrations to baseline energy use reductions. The Government may require actual energy, flow, pressure, temperature to measure and verify model.

C.9.1. BOILER CALIBRATION AND OPTIMIZATION

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to analyze, calibrate, optimize, and tune all parts and components to achieve maximum system efficiency. When requested in a Delivery Order, the Contractor shall provide a flue gas analysis prior to and after boiler calibration and/or optimization over entire firing range of the boiler. This shall be used to baseline and determine improved performance of the boiler. Commissioning requirements shall be set forth in Scopes of Work on individual Delivery Orders. The Contractor shall provide a report of finding that summarizes results, conclusions, and recommendations in the general submittal format set forth in Paragraph C.4 herein.

C.10.1. CHILLER/REFRIGERATION SYS. CALIBRATION/OPTIMIZATION

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to analyze, calibrate, optimize, and tune Chiller and/or Refrigeration systems and components to achieve maximum system Coefficient of Performance (COP). The Contractor shall provide a report of finding that summarizes results, conclusions, and recommendations in the general submittal format set forth in Paragraph C.4 herein.

C.11.1. MEASUREMENT AND VERIFICATION (M&V)

As agreed to between the parties, the Contractor may provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to measure and verify energy use avoidance. The Contractor shall provide a measurement and verification plan as outlined in the Performance Assurance Plan, or, when specifically requested, in accordance with Attachment J.1, "Measurement and Verification (M&V) Guidelines for Federal Energy Projects, DOE-GO-10096-248" for Contracting Officer's review and approval when required under a specific Delivery Order. The Contractor shall collect data specific to the performance of the energy savings measures, review these data for validity, and integrate the data and systems operation into a report. The Contractor shall provide a report of finding that summarizes results, conclusions, and recommendations in the general submittal format set forth in Paragraph C.4 herein.

C.12.1. TRAINING

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, Initial Capital and other services required to train Government personnel. As required in individual Delivery Order, the Contractor shall be responsible for identifying training requirements, setting up training of Government personnel, and ensuring that required training manuals and documentation are supplied.

C.13.1 OTHER ENERGY RELATED SUPPORT SERVICES

The Contractor shall provide material, supervision, tools, equipment, labor, transportation, subcontract management, project management, and Initial Capital required to perform other energy related services as may be requested on individual Delivery Orders executed under the authority of this Agreement. Such services may include, but shall not be limited to, metering surveys, utility distribution surveys, utility mapping, etc.

C.14 GENERAL SUBMITTAL FORMATS

In accordance with FAR 52.204-4, "Printing/Copying Double-Sided on Recycled Paper", all reports are required to be printed and/or copied on double sided recycled paper. The following general provisions are applicable to all reports unless otherwise specified elsewhere in this Agreement or on individual Delivery Orders.

C.14.1. REPORTS

- a) 8 ½ x 11 sized pages with 1" margin on all sides.
- b) 8 ½ x 11 sized 3-ring binders, no more than 3" wide.
- c) Cover sheet stating project title, location, contract number, Delivery Order number, work element, date, author, and version (draft, final, etc.)
- d) Executive summary stating the objective, background, and major findings, conclusions, and recommendations.
- e) Sections tabs with appropriate subject identifier.
- f) Drawings or sheets larger than 8 ½ x 11 shall be folded and included in a binder as fold out drawings.
- g) Electronic copies for all reports are acceptable, unless specifically requested by the Government to receive hard copies.

C.14.2. DATABASE AND COMPUTER COMPATIBILITY

Provide in accordance with UFC 1-300-09N Design Procedures.

C.14.3 DRAWINGS, PLANS, AND ENGINEERING SKETCHES

Provide in accordance with UFC 1-300-09N Design Procedures.

C.15 ENERGY CONSERVATION PROJECTS (ECPs) REQUIREMENTS

C.15.1. TYPES OF ECPs

The Government reserves the right to reject any proposed ECP. Suggested ECPs are provided as a guideline only, not to be construed as a requirement for inclusion in any specific Delivery Order. Suggested ECPs include, but are not limited to the following.

Energy Category	Energy Project Title	Economic Life		Description
1.	EMCS or HVAC	10	Included	Projects which centrally control energy systems with the Controls ability to automatically adjust temperature, shed electrical loads, control motor speeds, or adjust lighting intensities.
2.	Steam and Condensate	15	Included	Projects to install condensate lines, cross connect lines, distribution system loops, repair or install insulation, and repair or install meters and controls.
3.	Boiler Plant Modifications	20	Included	Projects to upgrade or replace central boiler or ancillary equipment to improve overall plant efficiency. This includes fuel switching or dual fuel conversions.
4.	Heating Ventilation, Air	20	Included	Projects to install energy efficient heating, cooling, ventilation or hot water heating equipment. This

5.	Conditioning Weatherization	20	Included	includes, HVAC distribution systems. Projects improving the thermal envelope of a building. This includes insulation, windows, vestibules, earth berms, shading, etc.
6.	Lighting Systems	15	Included	Projects to install replacement lighting systems and controls. This includes daylighting, new fixtures, lamps, ballasts, photocells, motion sensors, light wells, etc.
7.	Energy Recovery Systems	20	Included	Projects to install heat exchangers, regenerators, heat reclaim units or recapture energy lost to the environment.
8.	Electrical Energy Systems	20	Included	Projects that will 1) increase the energy efficiency of an electrical device or system 2) reduce costs by reducing the peak demand
9.	Renewable Energy Systems	20	Included	Any project utilizing renewable energy. This includes active solar heating, cooling, hot water, industrial process heat, photovoltaic, wind, biomass, geothermic and passive solar applications.
10.	Facility Energy Improvements	20	Included	Multiple category projects or those that do not fall into any other category.

C.15.2. ECP RESTRICTIONS

The Contractor shall evaluate the impacts of ECP implementation and shall not propose any projects that:

- a) Jeopardize or conflict with existing Base missions.
- b) Jeopardize the operation or environmental conditions of electronic office equipment.
- c) Violate any Federal, State, or local laws and regulations.
- d) Degrade performance or reliability of existing Government equipment.
- e) Violate the current version of the National Electric Code, the National Electric Safety Code, the Uniform Building Code or the Uniform Mechanical Code. (Attachment J.1).
- f) Violate the Buy-American Act (FAR Clause 52.225-3 and 52.225-5).
- g) Are primarily intended for research or pilot programs.
- h) May increase operation, maintenance, or repair costs.
- i) Substitute one energy type for another (i.e., natural gas in lieu of electricity) when the net overall energy and cost reduction cannot be demonstrated, based on current market energy prices.

C.15.3 FACILITY PERFORMANCE REQUIREMENTS OF ECPS

ECPS shall comply with the following performance requirements:

- a) Lighting levels shall meet the minimum requirements of the Illuminating Engineering Society (IES) Lighting Handbook (Attachment J.1).
- b) Heating and Cooling Temperature Levels shall meet the requirements of MIL-HDBK-1190, Facility Planning and Design Guide (Attachment J.1).
- c) Projects shall permit flexible operation of energy systems for changes in occupancy levels and scheduling of facilities. Contractor shall assume the building function will remain constant unless otherwise directed in a specific scope of work.
- d) Electric current levels on neutral shall not exceed the maximum current rating of the conductor as specified in the National Electric Code (Attachment J.1).

- e) FMS, EMS, and other control requirements necessary to ensure turn-key operation shall be evaluated and identified as part of the ECP implementation.

C.16 COMPREHENSIVE ENERGY SURVEY ENGINEERING REQUIREMENTS

C.16.1. ENGINEERING ANALYSIS

The Contractor shall provide a detailed engineering analysis documenting the basis for the recommended ECO analyzed. Analyses shall include a list of assumptions, supporting data, formulae used, technical justification, and references to substantiate the energy and cost savings likely to be realized from ECO implementation. The analysis shall evaluate current, state-of-the-art technology applicable for optimization of energy efficiency of the existing equipment, software, firmware, systems or devices. The Contractor shall utilize utility records representative of the last consecutive 12-month utility billing history of energy consumption for electricity, natural gas, and other fuel used. The accuracy of the baseline assumptions is critical in correctly evaluating and estimating the energy saved. The Contractor shall use an energy balance to evaluate the reasonableness of the baseline energy and estimated energy savings. The Contractor shall identify, evaluate, and make recommendations related to optimization of FMS, EMS, and other controls required for turn-key operation of proposed ECPs.

C.16.2. ECONOMIC ANALYSIS

Economic analysis shall account for interactions among ECPs. For example, if an HVAC system is to be upgraded, the cooling load should be calculated using the new lighting load if new lighting fixtures and ballasts are recommended for lighting retrofit. For renewable resource energy conservation opportunity, use the cost of the fuel displaced as the annual cost savings, less any differentials in maintenance. The estimated total cost of the energy conservation project shall include the cost of design and other professional services, equipment, labor and material to install equipment, training of operating personnel, and if asbestos or hazardous material is present and identified during the Survey, notify the Contracting Officer.

C.16.3. COST ESTIMATES

The Contractor shall estimate construction costs for all candidate projects. Cost estimates shall include price support for demolition (including removal and disposal of hazardous wastes discovered and identified during the Survey process), construction, new equipment, installation, startup, operating personnel training, and other costs allocable and allowable. Estimates shall be supported with data and assumptions used in arriving at the estimate. ECP estimates shall be substantiated and referenced with actual, recent (not more than six months old) price quotes. Labor cost estimates shall comply with applicable Wage Determinations.

C.16.4 SURVEY METHODOLOGY

The survey shall be accomplished using the methods and procedures required by the RFP, or when specifically requested, using the following publications: A Guide for Analyzing And Reporting Energy Use and Characteristics Of Commercial Building, ASHRAE; Technical Assistance Report, Guidelines and Evaluation Criteria, California Energy Commission; Federal Register, 10 CFR Parts 450-455; and Architect's and Engineer's Guide to Energy Conservation in Existing Buildings, Volume 2, Energy Conservation Opportunities, U.S. Department of Energy (Attachment J.1). Sample Tables and Forms can be found in the first two publications.

C.16.5 ENERGY SAVINGS BASELINE

A Life Cycle Cost Analysis (LCCA) shall be performed jointly between the Government and the Contractor which documents which demonstrates total potential energy savings for a Delivery Order meets the requirements as defined herein as "cost effective". The LCCA shall be attached to all delivery orders and modifications to delivery orders whenever a delivery order or modification requires contractor financing or alters existing financing terms or provisions. All delivery orders and

modifications to delivery orders with ECP implementation shall contain a LCCA regardless of financing requirements.

C.16.5.1. ENERGY SAVINGS REALIZATION

The Government and the Contractor hereby recognize that an energy savings baseline is an estimate of potential energy savings and that actual energy savings may or may not be realized due to factors such as weather variations, increased or decrease energy load due to the addition or removal of ancillary equipment, or other changes. Actual energy savings will have no effect on Contractor payments.

C.17 DESIGN REQUIREMENTS FOR ECPS

The Contractor shall comply with all Federal, State, and local laws, regulations and codes.

C.17.1. STATE REQUIREMENTS

All equipment shall comply with the latest release of Nonresidential Energy Efficiency Standards Manual by the California Energy Commission (Attachment J.1). In addition, where possible, all equipment shall exceed Title 24 California Energy Commission Energy Efficiency Standards (Attachment J.1) by at least twenty-five percent (25%) to maximize the energy savings and the incentive availability.

C.17.2. APPLICABLE LAWS, CODES, REGULATIONS AND PUBLICATIONS

Designs all be in accordance with the requirements listed in the RFPs for individual task orders.

C.18 AS-BUILT DRAWINGS

Provide in accordance with UFC 1-300-09N Design Procedures.

C.19 COMMAND BRIEFS

The Contractor shall, at no cost to the Government, participate in Command briefings as may be required upon occasion to provide an overview of the Utility Energy Service Contract (UESC) Program. The briefings shall address program objectives, description of work-in-progress, program and utility trends and updates, available incentives, and other subjects pertinent to this BOA, any Delivery Order executed under the authority of this BOA, or any work element on any Delivery Order.

END OF SECTION C

REST OF PAGE INTENTIONALLY LEFT BLANK

Section D - Packaging and Marking

PACKAGING AND MARKING

SECTION D -- PACKAGING AND MARKING

D.1 SHIPMENTS

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

D.2 DELIVERY AND STORAGE

In accordance with FAR 52.236-10, "Operation and Storage Areas", the Contractor shall properly store, adequately protect, and carefully handle all material, supplies, equipment, and systems to prevent damage to them before and during installation.

END OF SECTION D

REST OF PAGE INTENTIONALLY LEFT BLANK

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE**SECTION E -- INSPECTION AND ACCEPTANCE****E.1 APPLICABLE CLAUSES**

Inspection and Acceptance of all work and services to be performed hereunder will be made in accordance with FAR Clauses 52.246-4, "Inspection of Services – Fixed Price," 52.246-12, "Inspection of Construction" and 52.246-13 "Inspection-Dismantling, Demolition, or Removal of Improvements."

E.2 INSPECTION OF WORK ELEMENTS

The inspection of work elements for acceptance shall be a joint endeavor of the Government and the Contractor. Inspections will be conducted simultaneously, when possible, by both the Contracting Officer's Representative and a Contractor representative to facilitate mutual agreement on satisfactory contractual performance. The Contractor is responsible for contract performance and therefore shall provide quality control to ensure contract compliance and energy conservation performance where performing Operation and Maintenance Services. The Contracting Officer is responsible for final acceptance of all work. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, and the Government's rights under any warranty or guarantee.

E.2.1. INSPECTION RECORDS

In accordance with (LAW) FAR 52.246-4 the Contractor shall provide and maintain an inspection system acceptable to the Government covering the service under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government as required under FAR 4.7.

E.2.2. REQUEST FOR INSPECTION

The Contractor shall notify the Contracting Officer upon work element completion by submission of a written request for inspection. The request shall identify the BOA number, Delivery Order number, work element, location of the work and a description of the work element implemented.

E.2.3. GOVERNMENT INSPECTION

The Government will respond within fourteen (14) calendar days from receipt of inspection request. Inspections will be conducted in accordance with FAR Clauses 52.246-4, "Inspection of Services - Fixed Price" and 52.246-12, "Inspection of Construction".

E.2.4. NON-COMPLIANCE NOTICES

If work elements are determined to be in non-compliance with contract requirements, the Government shall issue written non-compliance notices detailing the deficiencies as soon as practicable after detection. The Contractor shall promptly segregate and remove non-conforming material from the premises.

E.2.5. CONTRACT REQUIREMENTS

The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the Government inspector authorized to change any term or condition of the contract without the Contracting Officer's written authorization.

E.2.6. INSPECTION LIMITATIONS

Government inspections and tests are for the sole benefit of the Government and do not:

- a) Relieve the Contractor of responsibility for providing adequate quality control measures
- b) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance
- c) Constitute or imply acceptance

d) Affect the continuing rights of the Government after acceptance of completed work.

E.3 INSPECTION MATERIALS

The Contractor shall promptly furnish, without additional charge, all facilities, labor, and materials reasonably necessary to provide a safe environment for the Government to perform such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when rejection makes re-inspection or re-test necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work.

E.4 DESTRUCTIVE INSPECTION OF COMPLETED WORK

The Contracting Officer's Technical Representative may request to perform destructive inspection on completed work in accordance with FAR 52.246-12, Inspection of Construction. If the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if the completion of the work was thereby delayed, an extension of time.

E.5 CORRECTION OF NON-CONFORMING WORK

The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work. If, prior to acceptance, the Government finds any material or workmanship is defective or not in conformance with contractual requirements, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense. Any corrections by the Contractor shall be subject to the specifications and other contract requirements to the same extent as work initially performed in accordance with FAR 52.246-12, Inspection of Construction.

E.6 QUALITY CONTROL

The Contractor shall provide to the Government a Contractor Quality Control Plan in accordance with Attachment J.1, "Contractor Quality Control, Specification Section 01440" as modified and specified in each specific Delivery Order. The Contractor Quality Control Plan shall identify a Project Manager who shall be responsible for actively reviewing the work-in-progress and commissioning of the energy savings measures. The plan will provide that the Project Manager will coordinate on-site meetings with all principals, as needed, to insure a smooth flow of communication and rapid resolution of potential problems. The plan shall be approved by the Contracting Officer prior to implementation.

E.6.1. WORKMANSHIP

The Contractor Quality Control Plan shall provide for inspection of the Work as it progresses insuring quality craftsmanship and compliance with all applicable codes, standards, and specifications. Poor workmanship and/or non-compliance with the specifications, drawings, codes, and standards shall result in the Contractor Project Manager issuing a Non-Conformance Report detailing the non-conformance and corrective measures required to correct the deficiency. Notwithstanding inspection and acceptance by the Government, the Contractor warrants all work performed for a work element on any Delivery Order shall be free from defects in material and workmanship and conform to the requirements of the Scope of Work for the work element or Delivery Order.

E.7 WELDING

For special structural welds, the Contractor may engage an independent third party consultant to perform non-destructive examinations (RT, LT, HT, UT) in accordance with all applicable codes and standards.

E.8 SPECIAL MATERIAL TESTING

For soils and concrete work that requires sampling and testing, the Contractor shall engage an independent third party consultant to insure the materials and/or processing of same is in full compliance with the specifications.

E.9 MATERIALS/EQUIPMENT INSPECTION

All material delivered to the job site shall be visually inspected for compliance with the approved project specifications. The manufacturer's documentation, including performance testing, shall be reviewed for compliance with design intent and specifications.

E.10 COMMISSIONING

Commissioning activities shall be performed in accordance with the requirements listed in the RFPs for individual task orders.

E.10.1. COMMISSIONING PLAN DOCUMENTATION

The commissioning plan shall provide requirements for documentation of the commissioning process. The commissioning documentation shall be prepared after submittals have been received with details of equipment to be installed. The documents shall include, but not be limited to, the following:

- a) Detailed procedures for tests to be performed by each member of the commissioning staff during the commissioning process
- b) Detailed checklists for performance testing
- c) Report forms that will be used to submit test data and results
- d) Calibration data for test equipment
- e) Sequence and schedule for procedures.
- f) Procedures for performance testing and verification

E.10.2 PERFORMANCE TESTS AND VERIFICATION

The procedures for performance tests and verification shall include, but not be limited to, the following:

- a) Testing and Adjusting for performance
- b) Verification of all equipment performance
- c) Verification of the system as a whole
- d) Verification of all safety devices
- e) Generators and Boilers will comply with MO 324, "Inspections of Steam Boilers and Hot Water Generating Equipment" (Attachment J.1).

E.10.3. HVAC COMMISSIONING

HVAC equipment shall be commissioned in accordance with Attachment J.1, "Specification Section 15995, Commissioning of HVAC Equipment".

E.11 PERFORMANCE ASSURANCE

With the objective of delivering a fully functional project that meets or exceeds design performance, the Contractor shall provide a comprehensive Performance Assurance plan adapted to the agency, the facility, and the project objectives, and implement the activities determined to be the responsibility of the Contractor. At a minimum and in accordance with the specific Delivery Order, the Contractor shall provide, as part of the Performance Assurance plan, the deliverable for each ECM identified, analysis-based design and operational instructions; installation as good as or better than that defined in the project design; a training plan and training; a Commissioning (Cx) plan with specific protocol to measure and prove that performance meets contract requirements; and a Re-commissioning (rCx) plan with detailed instruction for measuring, comparing, and interpreting the actual performance of each Key Performance Indicator (KPI). Include a resource for interpreting performance and identifying the correctional action required. In using the Cx plan, the Contractor shall verify the installed equipment is operating to specified performance and efficiency in accordance with the final proposal.

Following the anniversary of the Performance Assurance services, and within sixty (60) to ninety (90) calendar days after receipt of applicable customer data, the Contractor shall provide the customer with Performance Assurance reports as negotiated in the contract.

The frequency of the annual Performance Assurance reports shall be determined by the complexity of each ECM. The recommended frequency of reports for common ECMs are below:

<u>ECM</u>	<u>Recommended Frequency</u>
Energy Management System	Every year for 3 years
Boiler	Every year for 5 years
Lighting	Every year for 3 years
Water efficiency	Every year for 3 years
HVAC equipment	Every year for 5 years
Chiller	Every year for 5 years
Photovoltaic System	Every year for 5 years

For Performance Assurance guidance and templates, reference FEMP’s Utility Energy Service Contract Guide and the Performance Assurance Planning document. This information can be found at <https://www.energy.gov/eere/femp/downloads/utility-energy-services-contracts-guide-0>.

END OF SECTION E

REST OF PAGE INTENTIONALLY LEFT BLANK

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE**SECTION F -- DELIVERIES OR PERFORMANCE****F.1 DELIVERY OR PERFORMANCE CRITERIA**

Delivery and/or performance criteria shall be set forth for specific work elements in individual Delivery Orders executed under the authority of this BOA.

F.2 DELIVERY SCHEDULE

Delivery schedules shall be set forth for specific work elements in individual Delivery Orders. The Contractor shall submit a proposed schedule of project milestones with the detailed cost proposal in response to a Contracting Officer's RFP. The actual schedule will be negotiated and incorporated into the executed Delivery Order.

F.3 LOCATION

All work under the terms and conditions of this BOA or any Delivery Order executed under the authority of this BOA shall be performed on Department of the Navy facilities, including their tenant activities and commands.

F.4 PRE-CONSTRUCTION CONFERENCE

The Contracting Officer may hold a pre-construction conference. The Contractor will be notified and shall be required to attend the pre-construction conference in accordance with FAR 52.236-26, "Preconstruction Conference". The Contracting Officer's notification shall include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors and information regarding items to be discussed.

F.5 BASE REGULATIONS

Prior to the commencement of work on any individual Delivery Order, the Contractor shall ensure that all Contractor and its subcontractor personnel become familiar with and comply with base regulations, security regulations, rules, orders or directives and keep within the limits of work and avenues of ingress and egress as directed. No employee, subcontractor or representative of the Contractor shall be admitted to the site of work unless the employee is a citizen of the United States. Or, if any person seeking access to a base is a citizen of another country, the Contractor shall ensure that his or her employment within the United States is legal and in accordance with individual activity security requirements and is specifically authorized admittance to the work site by the activity POC. The Contractor shall remove from the base, any individual whose continued employment is deemed by the activity POC to be contrary to the public interest or inconsistent with the best interests of National Security. The Contractor shall not enter restricted areas unless required to do so and cleared for such entry. Contractor material, tools, and equipment shall be conspicuously marked with Contractor identification.

F.6 PERFORMANCE OF WORK

The Contractor shall undertake all Work necessary to perform its obligations under any Delivery Order executed pursuant to the authority of this BOA. All or any portion of the Work or other obligations of the Contractor hereunder may be provided by Subcontractors. Prior to engaging any Subcontractors, the Contractor shall submit the names of such Subcontractors to the Contracting Officer. In no event may any Work be performed by Subcontractors listed as Parties Excluded from Federal Procurement Programs (Attachment J.1) maintained by the Government pursuant to FAR 9.404 ("Excluded Subcontractors"). The Government shall be responsible for advising the Contractor if any of its proposed Subcontractors are Excluded Subcontractors. Price competition is adequate if at least two responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement and if (1) award will be made to the offeror whose proposal represents the best value where price is a substantial factor in source selection; and (2) there is no finding that the price of the otherwise successful offeror is unreasonable.

F.7 EXISTING WORK

In addition to FAR 52.236-9, "Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements", the Contractor shall repair or replace portions of existing work that have been altered during construction operations, unless otherwise agreed to in writing by the Contractor and the Government. Such repair or replacement shall match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before work started.

F.8 STANDARDIZATION OF MATERIALS

All proposed materials shall be readily and commercially available and as similar in form, fit and function to each other as is practical to allow efficient provisioning of replacement parts. The Contractor shall provide equipment submittals as required by the contract prior to commencement of construction. The Contractor shall standardize material selections to the maximum extent practicable and when it is economically efficient to do so. Materials selections shall be based on:

- a) Cost.
- b) Ease of use, maintenance, and repair.
- c) Reliability
- d) Availability and cost of replacement parts.

F.9 COMPLETION OF A WORK ELEMENT

At the time of Acceptance of any particular work element, the Contractor will have performed certain acceptance tests and reported the results thereof to the Government. The Contractor and the Government shall thereupon execute a Certificate of Acceptance, it being understood that the Government shall be deemed to have executed a Certificate of Acceptance with respect to a work element unless the Government notifies the Contractor to the contrary in writing within thirty (30) calendar days after receiving notice from the Contractor that a work element has been Substantially Completed, which notice shall specify the Government's position with respect thereto.

F.10 WORKSCHEDULE

The Contractor shall perform work so as to minimize any interference with Base operations. The Contractor shall commence and complete performance of the work required to complete a particular work element within the period of performance for the contract, or any modification thereto. The Contractor shall give written notice to the Contracting Officer any time it becomes reasonably apparent that any work will not be completed as contemplated in the contract. Such notification shall include the nature and duration of the delay. Any request for delivery or performance extensions shall be submitted by the Contractor to the Contracting Officer in writing and shall include an offer of adequate consideration. No extension to the 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 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.11 EXCUSABLE DELAYS IN PERFORMANCE

Excusable delays in performance are governed in accordance with FAR 52.249-8, Default (Fixed-Price Supply and Service).

F.12 WORKING HOURS

Regular working hours shall be from 0700 to 1630 Monday through Friday, excluding Government holidays.

F.13 WORK OUTSIDE OF NORMAL DUTY HOURS

If the Contractor desires to work on Saturday, Sunday, Federal holidays, or outside the Base's normal duty hours, it may submit a written request to the Contracting Officer or his designated representative for approval at least five (5) working days in advance of the work. The Contractor request shall specify specific dates, hours, location, type of work to be performed, BOA number, Delivery Order number, work element, and project title. Work hours outside normal duty hours may also be defined in individual Delivery Orders.

F.14 CONSTRUCTION REQUIREMENTS

The Contractor shall perform work in accordance with the Scope of Work for work elements specified on individual Delivery Orders and shall arrange on-site work to minimize interference with normal Government Operations. Contractor requested changes to the work shall be submitted in writing to the Contracting Officer for Government review and approval. Significant Contractor requested changes shall include impacts on the Delivery Order and shall address technical and cost factors. The Contractor shall not proceed with any work associated with any changes prior to the Contracting Officer's written approval.

F.14.1 CONSTRUCTION MANAGEMENT

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

- a) Establish and maintain a schedule of all construction activities.
- b) Actively supervise and review work in progress.
- c) Provide regular coordination meetings or conferences with the Contracting Officer's Technical Representative, and other Base personnel.
- d) Ensure the smooth flow of communication and rapid resolution of potential problems.

F.14.2 CONSTRUCTION DESIGN DOCUMENTS

The Contractor shall provide a construction design documents, certified by a registered engineer or architect, as required by individual Delivery Orders. The construction plan shall comply with all applicable Federal, State, and local laws, codes and regulations.

F.14.3 SITE PLAN

If proposed work elements require design and installation outside existing buildings or structures, a site plan showing recommended siting of material or equipment shall be prepared for Government review and written approval as a part of the design package. It is recommended that the Contractor propose alternate sites for review in case the primary site is unavailable.

F.15 LOCATION OF UNDERGROUND UTILITIES

Contractor shall complete underground utilities in accordance with the requirements listed in Part 2 and 2a of the RFP for each task order.

F.16 UTILITY INTERRUPTIONS

The Contractor shall schedule his work to minimize interference with station operations. Work schedules are subject to the written approval of the Contracting Officer. Should it become necessary to interrupt service of any station roads, railroads, and/or utility services including water, sanitary sewer, storm sewer, telephone service, electrical service, heating, ventilation, air conditioning, chilled water, heating hot water, natural gas, steam, fire alarm and/or compressed air, the Contractor shall submit a written request to the COTR or ROICC at least twenty-one (21) calendar days prior to the proposed date of interruption and shall coordinate such interruption at least 48 hours in advance of the interruption. All utility interruptions shall be made outside occupied periods whenever possible. The Contractor shall keep utility disruptions to a minimum.

F.16.1 REQUIRED INFORMATION

The following information shall be provided, in writing, to the Contracting Officer for all planned/scheduled utility interruptions:

- a) Type of Interruption
- b) Identification and location
- c) Date and time outage is requested
- d) Duration of outage
- e) Work to be completed during outage

F.17 PUNCHLIST

Contractor shall complete punish list items in accordance with the requirements listed in Part 2 and 2A of the RFP for each task order.

F.17.1 PUNCHLIST REQUIREMENTS

Minor deficiencies that are not sufficient to delay Acceptance of a work element will be listed on a Punch List prepared by the Contractor for such work element. The Contractor will thereafter promptly complete the items on the Punch List to the reasonable satisfaction of, and by dates reasonably acceptable to, the Government. Upon completion of the items on the Punch List, the Government and the Contractor shall execute a Certificate of Final Acceptance for such work element, it being understood that the Government shall be deemed to have executed a Certificate of Final Acceptance with respect to such work element unless the Government notifies the Contractor to the contrary in writing within thirty (30) calendar days after receiving notice from the Contractor that a work element has been Substantially Completed, which notice shall specify the Government’s position with respect thereto.

F.17.2 PUNCHLIST DEFICIENCIES

If the Contractor fails to perform or cause to be performed all items of work identified on the Punch List by the date(s) agreed upon, the Government may, after giving written notice to the Contractor, perform such work or contract out for such work and deduct the reasonable costs thereof from the Government’s required payments with respect to the work element associated therewith.

F.18 TITLE AND OWNERSHIP

Title to and ownership of all material, equipment, software, programming, and firmware installed by the Contractor under any work element ordered on any Delivery Order executed under this Agreement shall pass from the Contractor to the Government at the time the work is accepted by the Government with Certificate of Acceptance.

END OF SECTION F

REST OF PAGE INTENTIONALLY LEFT BLANK

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30-SEP-2023		NAVFAC SOUTHWEST [REDACTED] PW CONTRACTS CORE - UTILITY CODERAQ10-UTIL 1220 PACIFIC HWY SAN DIEGO CA 92132-5190 [REDACTED] FOB: Destination	N62473

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA**SECTION G -- CONTRACT ADMINISTRATION DATA****G.1 REPORTS**

At the election of Government with respect to any Project and subject to payment of any charges hereafter to be agreed upon in writing by the Contractor and the Government, the Contractor shall provide to the Government such reports as may be mutually agreed upon, or as otherwise specified in this Agreement or any Delivery Order executed under the authority of this Agreement.

G.2 REQUEST FOR FLOOR PLANS

Floor plans are available upon request for most Base buildings. The Government does not warrant the accuracy of any floor plan. Verification of the accuracy of the floor plans shall be the sole responsibility of the Contractor. Requests for plans shall be made in writing at least ten (10) calendar days in advance to the COTR or ROICC.

G.3 WAGE DETERMINATIONS

Davis Bacon Act and Service Contract Act wage determinations shall be incorporated into each Delivery Order as applicable. The Contracting Officer shall ensure that a current, legible copy of the applicable wage determination is attached to each Delivery Order prior to execution. The Contractor is required to certify that wages paid to employees, including subcontracted employees, have been paid in accordance with the applicable wage determination. Certified payroll records must be obtained and verified by the Contractor prior to any request for payment from the Government. Upon request of the Contracting Officer, the certified payroll records shall be provided to the Contracting Officer by the Contractor. Failure to comply with wage determinations and certifications required hereunder shall result in a withholding of payment to the Contractor. Such withholdings shall not be subject to any late payment fees, penalties, or interest.

G.4 ACCESS TO DOCUMENTS, RECORDS, AND NOTICES

The Government shall provide the Contractor with full access to construction documents relating to each project site, equipment submittals, operation and maintenance manuals for existing equipment, utility usage bills and records and any other public access records or other records of the Government as are necessary or useful to the Contractor in completing a particular project. The Contractor may copy any such records and documents for its own use under a Delivery Order at its own expense. The Contractor shall not release any information obtained hereunder to any person, firm, entity (except subcontractors who require such information to perform work on a Delivery Order), news media, public relations agent, or other Government entity - State, Local or Federal, without the prior written consent of the Contracting Officer.

G.5 NOTIFICATION OF DRAWING DISCREPANCIES

The Contractor shall review all drawings furnished immediately upon receipt and promptly notify the Contracting Officer of any identified discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for previously identified errors that might have been avoided thereby.

G.6 CONFIDENTIALITY

The Government acknowledges that the Contractor may submit information to the Government in connection with the negotiation and performance of a Delivery Order in which the Contractor claims confidentiality and proprietary rights. The Contractor agrees that all documents that contain such information shall be clearly marked as being subject to such claims, and the Government agrees that documents so marked shall not be disclosed or reproduced to any person outside of the Government without the prior consent of the Contractor, unless, after consultation with the Contractor, the Government is required to make such reproduction or disclosure under applicable law or by order of any court or other tribunal authorized to compel such

reproduction or disclosure. Nothing in this paragraph shall be construed to limit the Government's right to make use of any information that shall be prepared pursuant to this Agreement or any Delivery Order executed under the authority of this Agreement for which the Government has paid or has agreed to pay.

G.7 NOTICES

All notices, requests, demands or other communications required or permitted to be given under any Delivery Order shall be in writing and may be personally served, telecopied, telexed or sent by United States mail and shall be deemed to have been given when delivered in person, upon receipt of telecopy or telex or five (5) business days after deposit in the United States mail, registered or certified, postage pre-paid and properly addressed to the parties and addresses set forth in individual delivery orders. Any party may change the address to which notices are to be addressed by giving the other party written notice in the manner herein set forth.

G.8 PAYMENTS

The Government agrees to pay the Contractor for the purchase and installation of work elements ordered on Delivery Orders executed under the authority of this Agreement. For financed amounts Government shall commence payments as indicated on the Amortization Schedule contained within the Delivery Order. Payments shall continue whether or not the Government accepts the work element and notwithstanding Section E.5 of this BOA until the Government has satisfied the purchase requirements as may be stipulated on individual Delivery Orders. Specific invoicing instructions shall be provided on individual Delivery Orders. For amounts funded by the Government that are not included in the financed amounts, payments shall be made by the Government according to a negotiated payment schedule included as a part of the Delivery Order.

END OF SECTION G

REST OF PAGE INTENTIONALLY LEFT BLANK

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**SECTION H -- SPECIAL CONTRACT REQUIREMENTS****H.1 PRE-WORK REQUIREMENTS**

Prior to commencement of any work for any project under any Delivery Order executed pursuant to the authority of this Agreement the Contractor shall obtain written approval of the Contracting Officer of the following.

- a) Evidence of Required Insurance (Reference Paragraph H.19)

H.1.1. GOVERNMENT REVIEW

In instances where Government review and approval of Contractor's submittals is required, such review and approval will be completed and a determination provided to the Contractor within fourteen (14) calendar days of receipt by the Government. If such determination is not received within the stated time period, Government approval shall have been conclusively deemed to have been given for all purposes hereunder.

H.1.2. DELIVERY ORDER PRECEDENCE

Terms and Conditions incorporated into this BOA may be modified or amended within specific Delivery Orders. In the event of a conflict between the BOA and any Delivery Order, the Delivery Order shall take precedence.

H.2 SEVERABILITY

Any provision of this Agreement or any Delivery Order executed under the authority of this Agreement that is prohibited by, or unlawful or unenforceable under, any applicable law of any jurisdiction shall not invalidate the remaining provisions therein.

H.3 SURVIVAL

Notwithstanding completion of projects awarded on Delivery Orders or termination, either in whole or in part, of any provision of this Agreement or any Delivery Order or any Attachment to this Agreement or any Delivery Order, the parties will continue to be bound by those provisions of this Agreement or any Delivery Order which by their nature survive such completion or termination.

H.4 PROTECTION OF WORK

The Contractor shall be responsible for protecting all material, equipment, supplies, systems, and work performed under this Agreement or any Delivery Order executed under the authority of this Agreement from damage or loss until final Government Acceptance, at no additional cost to the Government.

H.5 WARRANTY OF PRODUCTS AND SERVICES

In accordance with FAR 52.246-20, "Warranty of Services", and FAR 52.246-21, "Warranty of Construction", which are incorporated as part of this agreement by reference, the Contractor warrants that all work performed under contracts resulting from this Agreement shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement and all resulting contracts. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty (30) calendar days of the date of acceptance by the Government.

H.5.1. PERIOD OF WARRANTY

For a period of one year, or such longer period as may be provided by the manufacturer, from the date of Beneficial Use of a particular work element, the Contractor warrants the performance of the equipment in accordance with the specifications agreed upon and set forth in the Scope of Work for such work element as awarded on a Delivery Order. This warranty shall include reasonable and

customary labor costs to make any warranty correction or repair. Upon termination of the warranty period, the Contractor shall assign to the Government the Contractor's rights under any manufacturers' warranties relating to the equipment.

H.5.2. MANUFACTURER WARRANTIES

The Contractor shall supply all manufacturer warranty documentation to the Government upon final acceptance of the work performed under any work element for all equipment installed relative to such work element on any Delivery Order executed hereunder.

H.5.3. CONTRACTOR CORRECTION OF WARRANTY ITEMS

In the event equipment fails after Government Acceptance, and prior to the expiration of manufacturer warranties, the Government shall notify the Contractor of such failure and the Contractor shall resolve all equipment failures issues in an expeditious manner. If the Contractor is required to correct a defect or non-conformance, it shall be at no cost to the Government and within a time frame agreed to by the Government and the Contractor. All corrective actions by the Contractor shall be subject to the same provisions of Acceptance and warranty as otherwise set forth in this Agreement or any Delivery Order executed under the authority of this Agreement to the same extent as work initially performed. If the Contractor fails to make appropriate corrections and has not disputed the Warranty claim, the Government may make the required corrections and charge the Contractor all reasonably related costs incurred by the Government.

H.5.4. EQUIPMENT FAILURE BEYOND THE MANUFACTURER'S WARRANTY

In the event of equipment or material failure after the manufacturer's warranty period has expired and such failure is due to a latent defect caused during manufacturing or the installation workmanship, and the equipment was otherwise maintained in accordance with the manufacturer's specifications, Contractor shall repair or replace faulty equipment or material at Contractor's expense. Upon Final Acceptance or Beneficial Use, whichever occurs first, of the replaced or repaired equipment or material, Contractor shall warrant the performance of the replaced or repaired equipment in accordance with the manufacturer's specifications for one year.

H.5.5. CONDITION OF WARRANTY

The warranty set forth in Section H.5 is subject to the following conditions applicable to each work element for which a breach of warranty is claimed: (a) upon discovery of any alleged breach of warranty, the Government shall give the Contractor prompt written notice thereof; (b) the Government shall operate and maintain all equipment in accordance with all applicable operation and maintenance procedures; (c) the Government shall make available to the Contractor or its agents or Subcontractors such facilities at the applicable Project Site as are reasonably necessary to facilitate making any warranty correction or repair; (d) the Contractor shall have the right to inspect said equipment for the purpose of assuring that it is being maintained per the manufacturer's requirements.

H.5.6. DAMAGE BY GOVERNMENT PERSONNEL

In the event that any equipment installed under a Delivery Order is damaged or broken as a result of actions by Government personnel or the Government's agents and assigns, as demonstrated by acceptable evidence, the Government will replace broken or damaged equipment with identical or comparable materials within a reasonable time period.

H.6 OWNERSHIP AND RISK OF LOSS

Commencing on the date of Certificate of Acceptance of a Delivery Order, Ownership and title to such shall be and remain with the Government. The Government shall bear all responsibility for loss or damage to a work element after commencement of Beneficial Use. Latent defects in material or workmanship, or defects in material or workmanship due to fraud, or gross mistakes amounting to fraud shall be excluded from this

provision and subject to the warranty provisions Section H.5 and inspection provisions Section E.1 of this agreement.

H.7 RELEASE OF INFORMATION

The Contractor is prohibited from issuing news releases or otherwise providing information relative to this Agreement or the performance of any work on any Delivery Order executed hereunder or any subsequent modification to either this Agreement or any Delivery Order entered into pursuant to this Agreement or information relative to any incident occurring at the activity without prior written approval of the Contracting Officer. This does not apply to regulated reporting requirements of the Contractor imposed by applicable law or regulation.

H.8 AVAILABILITY OF UTILITIES

Utilities shall be made available to the Contractor in accordance with Federal Acquisition Regulation 52.236-14, Availability and Use of Utility Services.

H.9 FIRE PREVENTION

The Contractor shall insure that its employees are knowledgeable of 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 Fire Prevention Regulations for the Base on which the Work is in progress.

H.10 COMPLIANCE WITH ENVIRONMENTAL LAWS

The Contractor shall comply with all applicable Federal, State and local laws, regulations and standards regarding environmental protection, including handling and storage of hazardous waste. All environmental protection matters shall be coordinated with the COTR or his designated representative. Inspection of any of the facilities operated by the Contractor may be accomplished by authorized Government officials on a no-notice basis. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of the fine and other associated costs. Such amounts may be withheld from any moneys due the Contractor. The Contractor shall immediately notify the COTR 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 Government with respect to avoidance of conditions that create a nuisance or that may be hazardous to the health of military or civilian personnel.

H.11 HAZARDOUS MATERIALS

The Contractor may propose an ECP that involves the removal of Hazardous materials, incidental to implementation of the ECP. The Contractor shall perform all testing, removal and abatement of the hazardous materials per the terms of the specific Delivery Order. When aware of potential hazardous materials, costs for testing, removal and abatement shall be included in the cost and economic analysis of the ECP.

H.11.1 PRE-EXISTING HAZARDOUS MATERIALS

Responsibility for testing, abatement, remediation, and/or disposal of pre-existing hazardous material, including, but not limited to, contaminated soil, lead paint, asbestos, fuel oil, or underground fuel oil tanks shall remain with the Government. Where there is reason to suspect that hazardous material is present at the worksite, or where hazardous material is encountered during the course of the work, the Contractor shall stop work, notify the Contracting Officer and Base personnel, and request that the Government test the work site for such hazardous material and appropriately abate and dispose of such hazardous material. Once the work site has been cleared of all hazardous material, the Contractor shall resume work in that area.

H.11.2. PCBS

Any work involving PCBs shall be accomplished in accordance with the Toxic Substance Control Act (Attachment J.1) and regulations adopted pursuant to the same, specifically 40 CFR Part 761 (Attachment J.1).

H.12 DISPOSAL

Debris, rubbish and non-usable material and equipment that is removed or disconnected shall be removed from Government property and lawfully disposed of by the Contractor as may be directed by the Contracting Officer. Each Delivery Order shall specify the disposal requirements for each base location.

H.13 ACCESS TO BUILDINGS

In accordance with applicable Government security requirements as specified in F.5 above, the Contractor shall submit written requests to the COTR to obtain access to all Base buildings for performance of any work element on any Delivery Order executed under the authority of this Agreement at least fourteen (14) calendar days prior to the requested access. The Contractor's request shall state the purpose of the visit, the names of workers, the duration of the work and a Contractor point-of-contact, including phone number. All access shall be during normal working hours unless prior written approval of a deviation is obtained. A rapid gate or other applicable security pass to the base may be given at certain locations.

H.14 ACCESS FOR ENERGY AUDITS

The COTR and/or Base personnel will provide to the Contractor reasonable access to facilities for the purpose of conducting energy surveys and audits. These activities shall typically include, but not be limited to, visual inspection of the facility, physical measurement of the facility, examination of energy consuming equipment and controls, placement of measurement devices, retrieval of energy data and review of operations and maintenance records. Access may be required prior to ECP implementation, may continue for a period of time after implementation and may be required of facilities not directly impacted by the Delivery Orders.

H.15 RIGHT OF ACCESS

In accordance with the Government security requirements as specified in F.5 above, the Government hereby grants the Contractor (a) the right to install equipment and other facilities on Navy Bases in accordance with the Scope of Work and Specifications as described in individual Delivery Orders, (b) the right to access such equipment and facilities at times deemed acceptable by the Government, for any purpose connected with the engineering, design, site investigation, construction, operation, and maintenance of the equipment and facilities.

H.16 IDENTIFICATION OF CONTRACTOR EMPLOYEES

In accordance with the Government current security requirements as specified in F.5 above, all Contractor employees shall obtain "business employee" and "vehicle" passes, as required. The Contractor shall, prior to the start of on-site work, submit a written request for the passes to the COTR. The requests shall be submitted on company letterhead and include a listing of the names and social security numbers of all personnel required to be admitted to the Base and descriptions of all vehicles, including license plate numbers. The COTR shall forward the documentation to the appropriate office, which will issue the passes within seven (7) calendar days, without charge, after receipt of the proper paperwork. Prior to issuance of vehicle passes, inspection of all vehicles for conformance with safety standards may be required. All employees shall have an employee business pass in their possession at all times while on the Base. Any employee no longer working on the Base shall immediately surrender their pass. Loss of any employee pass or vehicle pass shall be reported immediately.

H.17 EMISSION CREDIT

Unless otherwise negotiated and agreed to in a Delivery Order, emission credits generated by virtue of Delivery Orders executed under this Agreement shall be the property of the Government.

H.18 INSURANCE

Prior to the commencement of work for any Delivery Order, the Contractor, including any Subcontractor, shall maintain valid and collectible insurance with respect to such Delivery Order as prescribed in FAR 52.228-5, INSURANCE - WORK ON A GOVERNMENT INSTALLATION. Before commencing Work

under any Contract, the Contractor shall submit a certified letter from the bonding company evidencing that they are self-insured or certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which the contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall also submit to the Government in writing, the point of contact for filing insurance claims. The following required minimum coverage shall be maintained at all times during the performance of a Contract.

- (a) Comprehensive General Liability: \$500,000 per occurrence
- (b) Automobile Liability: \$200,000 per person
\$500,000 per occurrence
- (c) Property Damage: \$20,000 per occurrence
- (d) Workmen's Compensation: as required *
- (e) Employer's Liability Coverage: \$100,000 **
- (f) Professional Liability for
Errors and Omissions: \$250,000
- (g) Other insurance that may be required by State or local law or the activity.

* As required by Federal and State Workers' compensation and occupational disease statutes.

** Except in states where Workers' compensation may not be written by private carriers.

Note: The Contractor is a regulated utility entity bound by the California Public Utilities Commission (CPUC) and the required CPUC insurance minimums exceed the minimum required insurance rates required by the FAR.

H.19 SANITATION

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

H.20 PERMITS

The Contractor shall be responsible for obtaining all necessary permits required for Work on any work element relative to any Delivery Order executed under this BOA.

H.21 STAGING AREAS

The Government shall provide areas at a Base on which the Contractor and its subcontractors may use for prefabrication and storage of materials prior to installation. The Contractor shall be responsible for ensuring proper security measures are followed to safeguard staged material. The Contractor may, at its own expense and with the written approval of the Government, install temporary structures (fences, shelters, etc.) for this purpose. Under no circumstances shall the Government be liable for any loss or damage to any material held in a staging area. Upon completion of Work, the Contractor shall be responsible, at its own expense, for the removal of any temporary security structures. The Contractor shall also be responsible for ensuring that the staging areas are returned to their original conditions.

H.22 AVAILABILITY OF FUNDS CLAUSES

FAR 52.232-18, "Availability of Funds" and FAR 52.232-19, "Availability of Funds for the Next Fiscal Year" are applicable only to work element C.6.1, "Operations and Maintenance (O&M) of Control Systems" and any work elements directly required in support of work element C.6.1 on any Delivery Order executed under the authority of this Agreement for which funds are appropriated.

H.23 DISPUTES

Disputes that arise from this Agreement and subsequent Delivery Orders shall be governed by the applicable dispute provisions of FAR, Part 33, Subpart 33.2.

H.24 SUSPENSION OF WORK

In the event Work is delayed, suspended or stopped by the Government, FAR, Part 42, Subpart 42.13 shall apply.

H.25 CONTRACT MODIFICATIONS

The Government and the Contractor recognize that due to the nature of Utility Energy Service Contracts changes may be required. The Contractor shall notify the Government in writing for any change such as the revisions in the scope of work or adjustments to the contract performance schedule, etc. The changes shall be submitted in writing to the Contracting Officer (KO) for review and approval. The KO is the only person authorized to approve changes in any of the requirements of this contract, and, notwithstanding provisions contained elsewhere in this contract, that authority remains solely the KO's. In the event the Contractor effects any changes at the direction of any person other than the KO, the change will be considered to have been made without authority.

END OF SECTION H

REST OF PAGE INTENTIONALLY LEFT BLANK

Section I - Contract Clauses

CONTRACT CLAUSES**SECTION I -- CONTRACT CLAUSES**

The following FAR and DFARS, to the extent they are required by federal law to apply and are not otherwise in conflict with the other provisions of this Contract, are by this reference incorporated into this Contract as if fully set forth in this Contract:

48 CFI Ref Federal Acquisition Regulation (FAR)

Clause	Title	Date
52.202-1	Definitions	NOV 2013
52.203-2	Certificate of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions of SubContractor Sales to Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-11	Certification and Disclosures Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-17	Contractor Employee Whistleblower rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printing/Copying Double-Sided on Recycled Paper	MAY 2011
52.204-5	Woman Owned Business (Other Than Small Business)	OCT 2014
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2016
52.204-7	Central Contractor Registration	OCT 2016
52.204-8	Annual Representations and Certifications	JAN 2018
52.204-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-5	Certification Regarding Responsibility Matters	OCT 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions	AUG 1998
52.211-2	Availability of Specifications, Standards and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	APR 2014
52.211-3	Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions	JUN 1988
52.211-5	Material Requirements	AUG 2000
52.211-8	Time of Delivery	JUN 1997
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-11	Liquidated Damages—Supplies, Services, or Research and Development	SEP 2000
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority and Allocation Requirements	APR 2008
52.215-1	Instructions to Offerors - - Competitive Acquisition	JAN 2017
52.215.2	Audit and Records-Negotiations	OCT 2010
52.215-5	Facsimile Proposals	OCT 1997
52.215-8	Order of Precedence - - Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost Or Pricing Data	AUG 2011
52.215-12	Subcontractor Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Cost or Pricing Data - Modifications	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other than Pensions (PRB)	JUL 2005
52.215-19	Notification of ownership changes	OCT 1997
52.215-20	Requirements for cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 2010
52.216-1	Type of Contract	APR 1984
52.217-7	Option for Increased Quantity – Separately Priced Line Item	MAR 1989
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-1	Small Business Program Representations	OCT 2014
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAY 2018
52.222-5	Construction Wage Rate Requirements—Secondary Site of the Work	MAY 2014
52.222-6	Davis-Bacon Act	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	AUG 2018
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988

52.222-15	Certification of Eligibility	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Equal Employment Opportunity	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	OCT 2015
52.222-36	Affirmative Action for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Special Disabled Veterans , Veterans of the Vietnam Era, and Other Eligible Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act of 1965, As Amended	AUG 2018
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustments	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative procurement of Biobased Products Under Service and Construction Contracts	SEP 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
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	JUN 2016
52.223-12	Refrigeration Equipment and Air Conditioners	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-2	Buy American Act Certificate	MAY 2014
52.225-3	North American Free Trade Agreements (NAFTA)	MAY 2014
52.225-4	Buy American Act – Free Trade Agreements – Israeli Trade Act Certificate	MAY 2014
52.225-5	Trade Agreements	AUG 2018
52.225-10	Notice of Buy American Act Requirements - Construction	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representations and Certifications	AUG 2018
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007

52.227-4	Patent Indemnity—Construction Contracts	DEC 2007
52.227-14	Rights in Data - General	MAY 2014
52.227-17	Rights in Data - Special Works	DEC 2007
52.227-19	Commercial Computer Software - Restricted Rights	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work on a Government Installation	JAN 1997
52.228-11	Pledges of Assets	AUG 2018
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds - Construction	OCT 2010
52.228-16	Performance and Payment Bonds - Other Than Construction	NOV 2006
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	FEB 2013
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-23	Assignment of Claims (Alternate I)	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-2	Service of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigations and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Service	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specification and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contracts	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.236-27	Site Visit (Construction)	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.237-1	Site Visit	APR 1984
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984

52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.243-1	Changes - Fixed Price	AUG 1987
52.243-4	Changes	JUN 2007
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2018
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection—Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-20	Warranty of Services	MAY 2001
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering - Construction	OCT 2015
52.249-2	Termination for the Convenience of the Government (Fixed-Price) - Alternate I	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984

END OF FAR CLAUSES

REST OF PAGE INTENTIONALLY LEFT BLANK

48 CFI Ref. Defense Federal Acquisition Regulation Supplement (DFARS)

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure of Information	OCT 2016
252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7007	Alternate A, Annual Representation and Certifications	JAN 2015
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism	OCT 2015
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	APR 2018
252.223-7004	Drug-Free Work Force	SEP 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	SEP 2014
252.225-7012	Preference for Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7000	Non-Estoppel	OCT 1966
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to Become Property of Government Furnished Information Marked with Restrictive Legends	MAR 1979
252.227-7025	Limitations on the Use of Disclosure of Government Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data-Withholding of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1996
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.236-7000	Modification Proposals - Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material management and accounting system	MAY 2011
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Request for Equitable Adjustment	DEC 2012

END OF SECTION I

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS/REFERENCES

SECTION J -- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 REFERENCE INDEX

J.2 SIX PART FORMAT (PROVIDED ON A CD)

J.1 REFERENCE INDEX

The following references may be obtained by contacting the Contracting Officer's Technical Representative. Publications may also be available from other sources. It is the Contractor's responsibility to become familiar with the references herein in order to accomplish the requirements of the Basic Ordering Agreement, Delivery Orders executed under the Basic Ordering Agreement, and any work element ordered on a Delivery Order executed under the Basic Ordering Agreement.

Ref. No.	Title/Description
R.1	Life Cycle Cost Analysis Preparation Instructions
R.2	A-E Guide
R.3	SPECSINTACT
R.4	Contractor Quality Control, Specification Section 01440
R.5	Energy Factors and Discount Factors for Life-Cycle Cost Analysis
R.6	Annual Supplement to NIST Handbook 135
R.7	NBS Special Publication 709, U.S. Department of Commerce
R.8	Annex A of ANSI/ASHRAE 135-1995
R.9	American Society of Mechanical Engineers (ASME) Leak Classification Guide and Action Criteria
R.10	National Electric Code
R.11	National Electric Safety Code
R.12	Uniform Building Code
R.13	Uniform Mechanical Code
R.14	Illuminating Engineering Society (IES) Lighting Handbook
R.15	MIL-HDBK- 1190, Facility Planning and Design Guide
R.16	Means Cost Data
R.17	A Guide for Analyzing and Reporting Energy Use and Characteristics of Commercial Building, ASHRAE
R.18	Technical Assistance Report, Guidelines and Evaluation Criteria, California Energy Commission
R.19	Federal Register, 10 CFR 450-455
R.20	Architect's and Engineer's Guide to Energy Conservation in Existing Buildings, Volume 2, Energy Conservation Opportunities, U.S. Department of Energy
R.21	Nonresidential Energy Efficiency Standards Manual by the California Energy Commission
R.22	Title 24 California Energy Commission Energy Efficiency Standards
R.23	Uniform Plumbing Code (UPC)
R.24	National Fire Protection Association (NFPA) Standards

Ref.	No.	Title	Description
R.25			Air Pollution Control District (As applicable)
R.26			Clean Air Act and Amendments, Title VI
R.27			California Code of Regulations, Title 20
R.28			California Code of Regulation, Title 24 Parts 1 and 6
R.29			Inspection and Certification of Boilers and Unfired Pressure Vessels (NAVFAC MO 324)
R.30			American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code for Military Specifications, Sections 1, 4, and 8
R.31			American Society of Mechanical Engineers (ASME) Controls and Safety Devices (CSD-1) for Automatically Fired Boilers
R.32			American Society of Mechanical Engineers (ASME) ASME A 112.18.1 M, 1989 Plumbing Fixture Fittings
R.33			American Society of Mechanical Engineers (ASME) ASME A 1 12.19.2M, 1990 Vitreous China Plumbing Fixtures
R.34			American Society for Testing and Materials (ASTM) ASTM C 920, 1987 Elastomeric Joint Sealant
R.35			Federal Specifications (FED SPEC) L-F-001641 & AM1 Floor Covering Translucent or Transparent Vinyl Surfaces with Backing
R.36			American Society of Heating, Refrigerating, and Air-conditioning Engineers (ASHRAE)
R.37			Association of Home Appliance Manufacturers (AHAM) AHAM RAC- 1, 1982 Room Air Conditioners
R.38			Underwriters Laboratories (UL) UL 484, 1993 Room Air Conditioners
R.39			APCD, Regulation IV, Rule 69.2, Industrial and Commercial Boilers, Process Heaters, and Steam Generators
R.40			MO 324, "Inspections of Steam Boilers and Hot Water Generating Equipment"
R.41			Measurement and Verification Guidelines for Energy Projects, DOE-GO-I 0096-248
R.42			Parties Excluded from Federal Procurement Programs
R.43			Reserved
R.44			Toxic Substance Control Act
R.45			40CFR Part 76I
R.46			Construction Specifications Institute (CSI)
R.47			Specification Section 15995, Commissioning of HVAC Equipment

END OF SECTION J

REST OF PAGE INTENTIONALLY LEFT BLANK

Section K - Representations, Certifications and Other Statements of Offerors

REPS AND CERTS**SECTION K -- REPRESENTATIONS, CERTIFICATION, AND OTHER STATEMENT OF BIDDERS****K.1 CONTRACTOR CERTIFICATION REQUIREMENTS**

The Contractor shall complete all of the certifications required and provided here in full text. Certifications in bold shall be completed as required on each Delivery Order executed hereunder.

<u>FAR CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.203-2	Certificate of independent Price Determination	Apr 85
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 07
52.204-3	Taxpayer Identification	Oct 98
52.204-6	Unique Entity Identifier	Oct 16
52.209-5	Certification Regarding Responsibility Matters	Oct 15
52.219-1	Small Business Program Representations	Oct 14
52.222-21	Prohibition of Segregated Facilities	Apr 15
52.222-22	Previous Contracts and Compliance Reports	Feb 99
52.222-25	Affirmative Action Compliance	Apr 84
52.223-6	Drug-Free Workplace	May 01
52.225-2	Buy American Certificate	May 14

REST OF PAGE INTENTIONALLY LEFT BLANK

52.203-2 Certificate of Independent Price Determination.

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms “Quotation” and “Quoter” may be substituted for “Offer” and “Offeror.”

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that—
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
 - (i) Those prices;
 - (ii) The intention to submit an offer, or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

As prescribed in [3.808\(a\)](#), insert the following provision:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(SEPT 2007)

(a) *Definitions.* As used in this provision—“Lobbying contact” has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 Taxpayer Identification.

As prescribed in 4.905, insert the following provision:

TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN).*

- ↑ TIN:
- ↑ TIN has been applied for.
- ↑ TIN is not required because:
- ↑ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ↑ Offeror is an agency or instrumentality of a foreign government;
- ↑ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of*

organization. ↑

Sole proprietorship;

↑ Partnership;

↑ Corporate entity (not tax-exempt);

↑ Corporate entity (tax-exempt);

↑ Government entity (Federal, State, or local);

↑ Foreign government;

↑ International organization per 26 CFR 1.6049-4;

↑ Other

(f) *Common parent.*

↑ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

↑ Name and TIN of common parent:

Name _
TIN _

(End of provision)

52.204-6 – Unique Entity Identifier.

As prescribed in [4.607\(b\)](#), insert the following provision:

Unique Entity Identifier (Oct 2016)

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

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(End of Provision)

52.209-5 -- Certification Regarding Responsibility Matters.

As prescribed in [9.104-7\(a\)](#), insert the following provision:

Certification Regarding Responsibility Matters (Oct 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a

proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.219-1 -- Small Business Program Representations.

As prescribed in [19.309\(a\)\(1\)](#), insert the following provision:

Small Business Program Representations (Oct 2014)

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _ _____ *[insert size standard]*.

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

(c) *Representations.*

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

52.222-21 -- Prohibition of Segregated Facilities.

As prescribed in [22.810\(a\)\(1\)](#), insert the following clause:

Prohibition of Segregated Facilities (Apr 2015)

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

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“Segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 Previous Contracts and Compliance Reports.

As prescribed in 22.810(a)(2), insert the following provision:

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)

The offeror represents that—

(a) It ¹ has, ¹ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation ¹ has, ¹ h

(b) It ¹ has, ¹ has not filed all required compliance reports; and
¹

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 Affirmative Action Compliance.

As prescribed in 22.810(d), insert the following provision:

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

(a) It ¹ has developed and has on file, ¹ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ¹ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-6 Drug-Free Workplace.

As prescribed in 23.505, insert the following clause:

DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause— “Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

“Conviction” means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor

employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall— within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace,
 - (ii) The Contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement, and
 - (ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction,
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency, and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

52.225-2 -- Buy American Certificate.

As prescribed in [25.1101](#)(a)(2), insert the following provision:

Buy American Certificate (May 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of

“domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(b) Foreign End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of [Part 25](#) of the Federal Acquisition Regulation.

(End of Provision)

END OF SECTION K

REST OF PAGE INTENTIONALLY LEFT BLANK

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS AND CONDITIONS**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICE TO BIDDERS****L.1 FAR REQUIREMENTS**

The Contractor shall comply with the following FAR clauses when responding to any provision, term, or condition in this Agreement. These clauses are incorporated by reference, however, may be viewed in full text on the internet at [<http://www.gsa.gov>]

<u>FAR CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS	Aug 98
52.211-2	Availability of Specifications, Standards and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	Apr 14
52.211-3	Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions.	Jun 88
52.216-1	Type of Contract	Apr 84
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	Feb 99
52.233-2	Service of Protest	Sep 06
52.236-27	Site Visit (Construction)	Feb 95

REST OF PAGE INTENTIONALLY LEFT BLANK

52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29.

As prescribed in 11.204(a), insert the following provision:

AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS,
STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS,
FPMR PART 101-29. (AUG 1998)

- (a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

52.211-2 -- Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST).

As prescribed in [11.204](#)(b), insert the following provision:

Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (Apr 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions.

As prescribed in 11.204(c), insert a provision substantially the same as the following:

AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE
GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS
AND COMMERCIAL ITEM DESCRIPTIONS (JUNE 1988)

The specifications cited in this solicitation may be obtained from:

(Activity)

(Complete address)

(Telephonenumber)

(Person to be contacted)

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) Delivery Orders resulting from this solicitation.

(End of provision)

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation.

As prescribed in [22.810](#)(c), insert the following provision:

PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.233-2 Service of Protest.

As prescribed in [33.106](#), insert the following provision:

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____ . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

(End of provision)

52.236-27 Site Visit (Construction).

As prescribed in 36.523, insert a provision substantially the same as the following:

SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: [REDACTED]
Address: Naval Facilities Engineering Command, Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Telephone: [REDACTED]

(End of provision)

END OF SECTION L

REST OF PAGE INTENTIONALLY LEFT BLANK