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*NOTE: ANY PROCUREMENT SENSITIVE LANGUAGE HAS BEEN REMOVED*

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# RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE

## Part I – The Schedule

### Section A – Contract Form

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   96		
2. CONTRACT NO.		3. SOLICITATION NO. W912DY-11-R-0036		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 24 Feb 2012		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY US ARMY ENGINEERING & SUPPORT CENTER CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822  CODE: W912CY TEL: 256-895-1110 FAX:				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  CODE: TEL: FAX:						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME SARAH M TIERNEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 256-895-1219				C. E-MAIL ADDRESS sarah.m.tierney@usace.army.mil		
<b>11. TABLE OF CONTENTS</b>										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>					
X	A	SOLICITATION CONTRACT FORM			1 - 5	X	I	CONTRACT CLAUSES		56 - 66
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X	C	DESCRIPTION SPECS. WORK STATEMENT			27 - 42	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			43	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>				
X	E	INSPECTION AND ACCEPTANCE			44	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		67 - 74
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<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE						
26. NAME OF CONTRACTING OFFICER (Type or print):  TEL: _____ MAIL: _____					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

**RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

**Section B - Supplies or Services and Prices**

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0001</b>		1	Lump Sum	\$XXX, XXX, XXX.XX	\$XXX, XXX, XXX.XX

Firm Fixed Price

This is a firm, fixed-price Contract with a term of X years. The Contractor shall perform work assignments within the parameters of the Performance Work Statement in Section C and all other Contract sections, including Project Production and Pricing Schedules in Attachment 3.

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NET AMOUNT \$XXX, XXX, XXX. XX

# RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE

## Section C - Descriptions and Specifications

### PERFORMANCE WORK STATEMENT

#### C.1. Objective

The objective of this Contract is for the Government to procure reliable, locally generated renewable or alternative energy from the Contractor utilizing relevant authorities. It is the intent of the Government to purchase some or all of the Energy that is produced and not to acquire any generation assets in accordance with [DRAFTER SPECIFY: 10 USC § 2922a OR 40 USC § 501] and this Contract. The Contractor shall develop, finance, design, construct, operate, own and maintain the Project as defined in Section J, Attachment 2. The Project shall be located on a Project Site as defined in Section J, Attachment 1. The Government will contract to purchase the energy produced by the Project for [DRAFTER SPECIFY NUMBER OF YEARS] in accordance with the terms and conditions stipulated herein.

#### C.2. Relevant Authorities

The following authorities are relevant to this acquisition:

- 10 USC § 2922a – “Contracts for energy or fuel for military installations”
- 10 USC § 2667 – “Leases: non-excess property of military departments and Defense Agencies”
- 10 USC § 2662 – “Real property transactions: reports to congressional committees”
- FAR Part 41 – “Acquisition of Utility Services”
  
- 10 USC § 2668 – “Easements for rights-of-way”
- 10 USC § 2688 – “Utility systems: conveyance authority”
- 40 USC § 591 – “Purchase of electricity”
- 40 USC § 501 – “Services for executive agencies” (GSA 10-year utility purchase authority)
- 10 USC § 2917 – “Development of geothermal energy on military lands”
- 10 USC § 2916 – “Sale of electricity from alternate energy and cogeneration production facilities”

#### C.2.a. Land-Use Authority

The use of Army land for the Project Site is authorized in accordance with 10 USC § 2922a and 10 USC § 2667 and documented in this Contract with the associated land use authorization as referenced in Out-Grant Agreement and included in Section J, Attachment 4. For the purposes of the *Order of Precedence – Uniform Contract Format* clause in the Federal Acquisitions Regulations (FAR) 52.215-8, the out-grant and associated land use authorization as referenced in this paragraph shall be considered “other documents, exhibits and attachments” as referenced in FAR 52.215-8(d), and shall be incorporated herein.

**Applicable ISO/RTO:** [DRAFTER SPECIFY]  
**Applicable NERC/Region:** [DRAFTER SPECIFY]  
**Utility Service Area:** [DRAFTER SPECIFY]  
**Utility Distribution Company:** [DRAFTER SPECIFY]

#### C.2.b Determination of Project Capacity and Annual Production

The Contractor shall be responsible for providing all labor, material and capital to design, build, own, operate and maintain the Project. The Contractor shall supply Energy generated from the Project and any ancillary services required to deliver the Energy. The current [DRAFTER SPECIFY INSTALLATION NAME] utility bill and related power purchase information is referred to as latest 15-Minute interval electricity usage data [DRAFTER CONFIRM DATA NAME AND TYPE] and is found in Section J, Attachment 9 (Installation Energy Data). It is incumbent upon the Contractor to analyze the load profile data provided, evaluate any/all Premises constraints, ensure that the Utility Distribution Company (UDC) interconnect agreements are adhered to, and propose an appropriate Project size and capacity with the data provided. The Contractor shall provide an estimate of its 15-minute interval electricity production data using the format provided in Section J, Attachment 9. Currently, the Installation UDC is [DRAFTER SPECIFY], which provides electricity through [DRAFTER SPECIFY TARIFF NAME, WEBSITE LOCATION, ETC.].

## **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

The Contractor shall provide the Minimum Annual Production based on the proposed Project size, limitations of production based on the data provided in Section J, Attachment 9 *[IF SOLAR PV]*, and the contractor's expected degradation rate of the Project for each year throughout the Contract term.

The determination as to the size of the Project rests with the Contractor. However, the Government's Minimum Annual Payment Guarantee shall not exceed what is defined in C.3. Therefore, if the Contractor desires to size the Project larger than what is necessitated to meet the requirements of this paragraph (e.g., future growth, change in regulation, etc.), the Minimum Annual Payment Guarantee shall be based on the capacity of the Project to serve the needs of the Government.

The Contractor shall comply with all applicable Federal, State, and local laws and regulations, as amended, including those requirements relating to health, safety and the environment during the construction and delivery phase of the Contract.

### **C.3. Minimum Guarantee by the Government**

The Government agrees to purchase the Minimum Annual Production as set forth in the Project Production and Pricing Schedules, Section J, Attachment 3, unless the Contractor fails to meet the requirements of C.5.

### **C.4. Consumption that Exceeds the Minimum Guarantee by the Government**

If the Government consumes more than the Minimum Annual Production during any given month, it will pay the Contractor for such Energy at the Contract Unit Price for that year.

### **C.5. Minimum Guarantee by the Contractor**

If the Contractor fails to produce the Minimum Annual Production, the Government shall only pay for the quantities produced and delivered, and the Contractor shall provide to the Government (at no cost to the Government) Renewable Energy Credits (RECs) in the quantity that would have been generated had the Minimum Annual Production been produced and delivered, as well as the rental cash payment, or any other consideration not otherwise provided as a result of such failure. If the Contractor fails to produce 75% of the Minimum Annual Production, the Contractor's reimbursement to the Government shall include, in addition to the amounts defined above, a financial credit on the next monthly invoice that shall be equal to the difference between: the cost of the energy actually purchased by the Government less the Energy that would have been supplied had the Contractor met this requirement. The Contractor shall also be responsible for any costs incurred through a stand-by tariff and power factor adjustment billed by the UDC. However, in no event shall the Contractor's reimbursement exceed the total net costs paid by the Government during this period for replacement Energy as a result of the Contractor's failure to produce 75% of the Minimum Annual Production guarantee. Refer to paragraph G.9 for annual true-up procedures.

#### **C.5.a. Performance of the Project and Notice to the Contractor**

The Contractor shall maintain the Project to be capable of producing the Minimum Annual Production over the term of this Contract. If the Contractor fails, due to a non-Force Majeure event (refer to paragraph H.7 for Force Majeure events), to produce 75% of the Minimum Annual Production, the Contractor will be subject to written notice from the Government requesting the Contractor to provide, within 30 days, a written plan, with milestones, to cure the cause of the failure and to bring the performance of the Project into compliance with the Contract, to include the Minimum Annual Production requirement. The Government's cure notice may also be provided to the Contractor's financial institution(s).

Once the Contractor's plan to cure the failure has been accepted by the Government, the Contractor shall have 90 days to implement the plan and an additional 90 days to demonstrate compliance with the Contract through Project production. If, after 90 days of Project production, following both the initial 30-day written notice of failure to produce and the 90-day implementation plan, the Contractor cannot demonstrate that the Project is capable of producing the Minimum Annual Production, the Contractor will be considered in default. Refer to Section I for Termination for Default.

### **C.6. Interpretation**

The captions or headings in this Contract are strictly for convenience and shall not be considered in interpreting this Contract. Words in this Contract that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may

## **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Contract as a whole and not to any particular provision of this Contract. Except as the context otherwise indicates, all references to “Attachments” and “Sections” refer to Attachments and Sections of this Contract.

### **C.7. General Definitions**

**CLIN.** CLIN stands for contract line item number. The CLIN includes a description of the item or service being procured, unit price, quantity, a unit of measure, total price, and the delivery schedule or performance period.

**Commercial Operation Date (COD).** The COD is the day in which the Contractor has completed Project Commissioning and begins to deliver Energy at the Point of Common Coupling.

**Construction:** Construction means all engineering, procurement, installation, and any ancillary work related thereto, by the Contractor required to complete the Project and enable Project Commissioning.

**Contract.** Contract means this document and all attachments and amendments hereto.

**Contract Unit Price.** The Contract Unit Price shall be as shown in Section B and paid to the Contractor by the Government for Energy from the Project delivered to the Point of Common Coupling.

**Contracting Officer.** Contracting Officer (KO) means a person with the authority to enter into, administer, and/or terminate Contracts and make related determinations and findings on behalf of the Government.

**Contracting Officer’s Representative.** Contracting Officer’s Representative (COR) means a person who verifies Contractor performance of technical requirements in accordance with Contract terms, conditions and specifications; performs inspections; and serves as liaison between the KO, Installation, and Contractor. A COR is typically located on the Project Site with first-hand knowledge of on-going activities. The approval authorities and limitations for each COR shall be established by the COR appointment letter.

**Contractor.** Contractor means the party responsible for developing, financing, designing, constructing, owning, operating and maintaining the Project under the Contract. The Contractor is the competent party signing the Contract. The Contractor is the person or entity who hires all of the subcontractors and suppliers for the Project. The Contractor may choose to retain subcontractors to perform a portion of the work on the Project. Subcontractors may, in turn, hire their own subcontractors to do part of the work that they have contracted to perform. The Contractor is liable for all Project liabilities accrued by the Contractor’s subcontractors, vendors and suppliers.

**Contractor’s Completion Notice.** The Contractor’s Completion Notice is a written document prepared by the Contractor and submitted to the Contracting Officer (see definition, below) upon successful completion of the Project Systems Acceptance Testing as defined in paragraph E.1.c.

**Days.** Days as used in this Contract mean business days, which include Monday through Friday, except Federal holidays and any state or bank holidays.

**Electric Utility.** The Installation’s current local-serving power provider(s). [\[WHEN THERE ARE MULTIPLE POWER PROVIDERS, USE THE SPECIFIC NAME\(S\).\]](#)

**Emergency.** Sudden unexpected or impending situation that may cause injury, loss of life, damage to the property, and/or interference with the normal activities of a person, firm or facilities and which therefore, requires immediate attention and remedial.

**Emergency Interruption.** Emergency Interruption has the meaning set forth in C.4.

## RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE

**Energy.** [AS DEFINED IN SPECIFIC CONTRACT AND RELATED TO CLINS BELOW. ENERGY MAY ALSO INCLUDE THERMAL (STEAM AND CHILLED WATER) ENERGY.]

Amount of electricity generated by the Project and delivered to the Government at the Point of Connection pursuant to this Contract, as expressed in units of kWh.

**Environmental Attributes.** Environmental Attributes, also called non-energy attributes, mean any and all credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, renewable energy credits, offsets and allowances, attributable to a Qualifying Resource, or otherwise attributable to the generation, purchase, sale, or use of electrical energy from a Qualifying Resource during the Term, howsoever entitled or named, resulting from the avoidance, reduction, displacement, or offset of the emission of any gas, chemical, or other substance, including any of the same arising out of legislation or regulation concerned. These include: 1) any avoided, displaced or off-set air, soil or water pollutant emissions such as sulfur oxides, nitrogen oxides, carbon monoxide, and other pollutants, 2) gases such as methane, carbon dioxide and other greenhouse gases, and 3) the reporting rights related to these avoided emissions.

**Facilities.** Facilities are Government buildings, structures and equipment where Energy is consumed and/or generated. The Facilities include those structures, buildings and equipment constructed in the future on the Installation.

**Facility Cost Recovery Period.** The period of time, not exceeding the Contract term, during which the total amount of the Termination Schedule shall be recovered, as defined in Section I, FAR 52.241-10 (d).

**Force Majeure Event.** Force Majeure Event means causes beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, that unavoidably prevents or delays performance despite the due diligence of the Party claiming Force Majeure. Force Majeure includes acts of God; vandalism beyond that which could be reasonably prevented; wars; terrorism; sabotage; strikes (to the extent they materially affect the Contractor's work or are under the direct control or influence of the Contractor), riots; fire; explosion; and any emergency orders issued by a Governmental Authority after the date of the Contract (refer to H.7).

**Gas Utility.** Means the Installation's current local-serving natural gas provider(s).

**Government.** Government means the United States Department of the Army acting through the Installation Commander, US Army Garrison, or the relevant acquisition activity. In all cases the Government officials shall act through the Contracting Officer.

**Governmental Authority.** Means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign; or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

**Hazardous Materials.** Hazardous Materials shall mean (i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302); (ii) Materials that are of an explosive, flammable, or pyrotechnic nature; (iii) Materials designated as hazardous under 40 CFR Parts 171 through 173; or (iv) Materials otherwise identified by the Secretary of Defense or the Secretary of the Army as specified in DoD or Army regulations.

**Independent Engineer.** Means a licensed engineer in [DRAFTER SPECIFY STATE], with a minimum of at least five years experience in [DRAFTER specify technology requirements] who does not have existing financial or business ties to either the Government or the Contractor, is able to ascertain whether the Project Commissioning is complete, and is approved by the Contracting Officer.

**Initial Minimum Annual Production Period.** Means the period of time commencing on the Commercial Operation Date and ending on the last day of December of that initial calendar year; refer to C.5.a.



## **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

**Installation.** [DEFINE AS APPROPRIATE TO THE PROJECT]. Installation means the land, infrastructure and facilities under the jurisdiction and control of the U.S. Army Garrison Commander.

**Interconnection.** Means the point of physical connection between multiple electrical loads and generation sources. It is also the point for direct measurement of the Energy flowing through the connection. The Interconnection may be between the Project and the Installation electric system infrastructure, and between the Project and the Utility Distribution Company (defined below). The Interconnection between the Project and the Utility Distribution Company is a multi-step process that is documented by an Interconnection Agreement.

**Interconnection Agreement.** Means the business contract between the Contractor and the Utility Distribution Company for the purpose of interconnecting the Project power sources to the Utility Distribution Company's [THERE MAY BE MULTIPLE UDCS] in-coming electrical service to the Installation. The Interconnection Agreement is initiated through an application to the Utility Distribution Company.

**Interconnection Application.** Means the process by which an Interconnection Agreement is initiated. The application may be made by the Installation or the Project owner, as appropriate.

**kWh.** Means kilo-watt hours and is the unit of electrical consumption as measured at an electric meter.

**Micro-grid.** Micro-grid means a group of interconnected loads and distributed energy resources with clearly defined electrical boundaries that acts as a single controllable entity with respect to the transmission or distribution grid and can connect and disconnect from the transmission or distribution grid to enable it to operate in both grid-connected or island mode.

**Minimum Annual Production.** The Minimum Annual Production means the amount of Energy the Contractor agrees to deliver to the Government at the Point of Common Coupling (defined below), beginning on the COD for a period of 12 months and continuing for every 12-month period thereafter, as set forth in the Project Production and Pricing Schedules, Section J, Attachment 3.

**Monthly Facility Cost Recovery Rate.** The minimum fixed monthly payment to the Contractor calculated by dividing the total Termination schedule amount by the number of months within the Facility Cost Recovery Period.

**Ordering Period.** [DEFINE AS APPROPRIATE TO THE PROJECT. THIS IS NOT AN APPROPRIATE DEFINITION IF USING THE MATOC]. Means the period of time from the Commercial Operation Date through the end of the Contract term.

**Out-Grant Agreement.** Means the real estate instrument as provided in the Contract that documents the Contractor's authority to use Army real property assets for the purpose of developing, financing, designing, constructing, owning, operating and maintaining the Project over the term of the Contract. The primary real estate instrument will be a lease. Other real estate instruments (i.e. a license or an easement) may also be part of the Contract. The authority to lease is granted in 10 USC § 2667 (reporting requirements are provided in 10 USC § 2662); the authority to issue an easement is granted in 10 USC § 2668; and the authority to enter into a license is granted under the general administrative powers of the military secretaries.

**Point of Common Coupling (PCC).** Means the point in the electrical system where multiple electrical loads and generation sources combine, and is accessible for direct measurement to the Electric Utility, the Contractor, and Government, per Institute of Electrical and Electronics Engineers (IEEE)-519. This can be the point of Interconnection or the point where the generation source connects with the Government's infrastructure. This is also the point at which the Contractor delivers and the Government takes title to and risk of loss of the Energy.

**Power Distribution System.** Power Distribution System is the above and below-ground equipment and infrastructure that distributes electrical power throughout the Installation. The system can be owned by the Installation, the Utility Privatization Contractor (definition, below) or the Residential Communities Initiative (definition, below) owner and operator.



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**Power Factor.** Means the ratio of the real power flowing to the load to the apparent power in the circuit. It is a dimensionless number between 0 and 1. Real power is the capacity of the circuit for performing work in a particular time.

**Project.** [DESCRIBE PROJECT AS DEFINED IN SECTION J, ATTACHMENT 2, "DESCRIPTION OF PROJECT"]

**Project Commissioning.** The process of testing and assessing whether the Project systems and performance of the Project are in accordance with paragraph E.1.c, to ensure that all components and the Project, as a whole, are performing as specified. Project Commissioning is complete upon written acceptance of the Contractor's Completion Notice.

**Project Site.** The parcel of real property on which the Project will be located including any leases, easements, rights of way or other interests in real property granted to the Contractor by the Government necessary for the Project to be developed, financed, designed, constructed, owned, operated and maintained.

**Project Systems Acceptance.** Means the Government's written acknowledgement of acceptance of the Contractor's Completion Notice.

**Project Systems Acceptance Testing.** Means the Project testing as specified in paragraph E.1.c as required to successfully complete Project Commissioning. Once the Project Systems Acceptance Testing is complete, the Contractor shall submit a Contractor's Completion Notice (definition, above) to the KO.

**Renewable Energy.** Renewable Energy means energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal (including electricity and heat pumps), municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additions of new capacity at an existing hydroelectric project.

**Renewable Energy Certificates (or Credits) (RECs).** RECs mean the documents which represent and are used to account for the renewable and non-energy (environmental) attributes of energy generated from renewable sources, and are used to evidence the ownership of renewable and environmental attributes for the purposes of compliance with a Renewable Energy Standard or to meet other state or federal mandates or goals. For electrical energy, RECs are usually accounted for and measured in 1 megawatt-hour (MWh) units. RECs are also commonly known as green tags, green energy certificates, or tradable renewable energy certificates. For avoidance of doubt, RECs exclude tax credits and tax benefits, including cash grants such as the 1603 Treasury Grant.

**Replacement RECs.** Replacement RECs are RECs purchased to replace RECs generated by the Project. Replacement RECs must be generated from renewable energy, as defined above, and are not required to be the same technology RECs as generated by the Project.

**Residential Communities Initiative (RCI).** RCI is Army's privatized housing initiative that is undertaken on leased land [INSERT THIS DEFINITION AS APPLICABLE TO THE PROJECT]. through special legislative authority.

**Steam Utility.** Steam Utility means the Installation's current local-serving district steam provider(s).

**Subsequent Minimum Annual Production Periods.** Means any annual period during the Contract term following the Initial Minimum Annual Production Period; refer to C.5.b.

**Termination Value.** The negotiated cost settlement associated with terminating the Project that is found in Section J, Attachment 8.

**Termination Value Schedule.** The Termination Value Schedule is the schedule that includes the Termination Values (definition, above) and other allowable costs incurred as a result of a Termination for Convenience (definition, below). The Termination Value Schedule shall be negotiated and reconciled in accordance with FAR 52.241-10 paragraphs (a) through (f) and FAR 52.249-2 paragraphs (a) through (n).

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**Termination for Convenience.** Termination for Convenience has the meaning as set forth in Section H.13.

**U.S. Army Garrison Commander.** [ENTER PROPER TITLE OF ARMY INSTALLATION COMMANDER HERE]

**Utility Distribution Company (UDC).** UDC means the utility which owns and operates the commercial, off-Installation electric power distribution system and provides the transmission, distribution and interconnection services to the Installation [IF THERE ARE MULTIPLE UDC'S PLEASE SPECIFY].

**Utility Privatization Contractor.** Means the contractor which owns, operates and maintains certain Installation utility infrastructure (e.g., electrical, gas, water) under a Utility Privatization (UP) Contract as authorized by 10 USC § 2688 and as attached in Section J, Attachment 5 [WHERE SUCH A CONTRACTS EXISTS AT AN INSTALLATION].

**Work.** Work means all engineering, procurement and construction of the Project necessary to meet the requirements of Project Systems Acceptance Testing in preparation for the Commercial Operation Date.

## C.8. Contract Term

[THE CONTRACT TERM UNDER 10 USC 2922A IS LIMITED TO 30 YEARS. KO MAY WANT TO CONSIDER FEWER YEARS WITH OPTIONS NOT TO EXCEED A TOTAL OF 30 YEARS]

The Contract term shall commence upon execution of this Contract and extend for [DRAFTER SPECIFY NUMBER OF YEARS AND OPTIONS (IF ANY)]. Construction of the Project shall be completed by [DRAFTER SPECIFY DATE] and the Government's Ordering Period shall commence on the Commercial Operation Date and extend for [DRAFTER SPECIFY NUMBER OF YEARS], consistent with the Termination Value schedule in Section J, Attachment 8.

## C.9. Funding

All Government costs under this Contract, including the cost of any Termination for Convenience, shall be funded subject to FAR 52.232-18, FAR 41, and DFARS 41.

## C.10. Emergency Interruptions

The Contractor may, in its sole judgment, discontinue the supply of Energy to the Government if a hazardous condition exists that: a) causes the Project or Point of Common Coupling to become dangerous to the life or safety of people; b) risks damage to the Government's or Utility Privatization Contractor's equipment or utility infrastructure; c) poses a threat of imminent danger or harm to the Contractor's equipment or personnel; d) requires immediate action to protect persons from harm or bodily injury. Such interruption shall continue until the condition has been corrected.

## C.11. Requirements

### C.12. Project Requirements

[INSERT PROJECT REQUIREMENTS HERE AND SHOW THE PROJECT SITE AND POINTS OF CONNECTION IN SECTION J, ATTACHMENT 1]

**C.12.a. Regulatory Requirements** The Contractor shall comply with all applicable Federal, State, DoD, and local laws and regulations, as they may be amended from time to time, and those regulations relating to health, safety, environment, and reliability (e.g., NERC). The Contractor shall coordinate with the Electric Utility as required for the execution of this Contract. The Contractor is responsible for coordinating, as necessary for meeting the terms of the Contract, with the on-site Utility Privatization (UP) contractor, if any, that has responsibility for the onsite distribution system (refer to Section J, Attachment 5 for a copy of the UP contract, FAR 41, and DFARS 241).

### C.13. Grid Isolation Technology

[INSERT THIS SECTION IF APPLICABLE - GRID ISOLATION TECHNOLOGY (E.G., STORAGE, MICRO-GRID AND PV INSTALLATION) IS REQUIRED AS DEFINED IN THE CONTRACT SO THAT A

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CONTINUOUSLY OPERATED PLANT WILL SELF-ISOLATE AND REMAIN FUNCTIONAL UPON EXTERNAL GRID POWER FAILURE IN ACCORDANCE WITH IEEE 1547 (STANDARD FOR INTERCONNECTING DISTRIBUTED RESOURCES WITH ELECTRIC POWER SYSTEMS) AND UL 1741 (INVERTERS, CONVERTERS, CONTROLLERS AND INTERCONNECTION SYSTEM EQUIPMENT FOR USE WITH DISTRIBUTED ENERGY RESOURCES). THE GRID ISOLATION EFFORT MAY BE INCLUDED AS AN OPTIONAL PRICE IN THE CONTRACT.]

### C.14. Existing On-Site Generation Assets

Modifications to the Power Distribution System or generation assets beyond the Point of Common Coupling shall be made by the Contractor to provide proper circuit coordination, system isolation, and protection with consideration of fault current contribution from the Project. The cost of modifications shall be borne by the Contractor. Electric Utility regulations must be adhered to at all times, in particular when operating on circuits with automatic standby power unit(s). The Contractor is liable for any damage to the Power Distribution System as a result of the Contractor's Work.

### C.15. General Electrical Requirements

#### C.15.a. Interconnection with the Electric Utility

An Interconnection Agreement among the Government, Contractor, and Electric Utility may be required for Energy produced by the Project that is connected to the Installation's [INSERT UP AND/OR RCI ELECTRICAL DISTRIBUTION SYSTEM, IF APPROPRIATE] electrical distribution system. Excess Energy generated above the Government's load profile and exported onto the UDC's transmission system [NOTICE TO DRAFTER: when exportation is allowed by UDC] must meet the requirements of the UDC in order to connect into the grid for the purposes of exporting power. Such export of power must be approved by the KO, not to be unreasonably withheld, unless otherwise authorized in this Contract. The Contractor is responsible for coordination and any work required if the Power Distribution System is modified or utilized in a manner that impacts the UP contractor (refer to Section C.6.b and Section J, Attachment 5).

#### C.15.b. Interconnection Responsibilities

[IN SOME STATES, THE RESPONSIBILITY FOR FILING AND EXECUTING THE INTERCONNECTION AGREEMENT RESTS WITH THE PROJECT OWNER, OR THE ARMY; SPECIFY APPROPRIATELY. THIS SECTION SHOULD BE COMPLETED BASED ON THE REQUIREMENTS OF THE STATE AND UDC FOR THE INSTALLATION].

**C.15.b.1. Costs Relating to Utility Provider Interconnection Application** The Contractor shall pay for any studies required by the Electric Utility(s). The Contractor shall provide and pay for the necessary information requested by the Electric Utility(s) built into the construction and operation schedule, and comply with all Electric Utility requirements that result from the technical studies for the interconnection.

**C.15.b.2. Approval and Execution of Interconnection Agreements** It is the Contractor's responsibility to execute Interconnection Agreements for the Project (refer to Section J, Attachment 6 for Interconnection Agreement). The Government agrees to take commercially reasonable steps to cooperate with the UDC and the Contractor to meet the Contractor's requirements in obtaining the Interconnection Agreement.

**C.15.b.3. Coordination and Interconnection with Installation Utility Distribution System** The Contractor shall develop, finance, design, construct, own, operate and maintain all necessary equipment to the Point of Common Coupling. The Contractor shall ensure that its equipment is capable of withstanding utility influencing factors (i.e., voltage swell, voltage sag, transients, etc.) which are external to the Project.

#### C.15.c. Critical Infrastructure Cyber-security

##### C.15.c.1. [THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGIES CYBERSECURITY FRAMEWORK IS BEING ESTABLISHED BY THE DEPARTMENT OF HOMELAND SECURITY]

The Contractor shall establish physical and electronic processes to preclude accidental, unauthorized, or insider adverse manipulation of power generation supervisory controls and data integrity in accordance with the National Institute of Standards and Technologies Cyber-security Framework and the Department of Homeland Security US-CERT Control Systems Security Program (CSSP). The Contractor shall document the processes and submit an

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initial draft on or before 90 days prior to the Commercial Operation Date, the final draft on or before ten days prior to the Commercial Operation Date, and update annually. The Contractor shall include the self-assessment noted below within this operations manual.

**C.15.c.2.** The Contractor shall provide, within one hour, a written report of an intrusion attempts, successful intrusion attempts, or any other incidents within the Facility's cyber-security processes to the Installation's Operation's Center and the US-CERT. The Contractor shall also provide a report when transmission grid off take is planned and in a NERC-governed area the North American Electric Reliability Corporation.

**C.15.c.3.** At or before 90 days prior to start of construction, the Contractor shall self-assess the cyber-security aspects of the industrial control system(s) using the Department of Homeland Security's CSSP, address identified shortfalls, submit the report, and present findings at nearest following progress meeting with the Government. Provide annually thereafter an updated report (to include a record of identified intrusions and incidents and after actions) as part of the cyber-security operations manual update noted above. [PROVIDE INFORMATION AS TO WHOM THE CONTRACTOR SHOULD REPORT AND INFORMATION ON APPLICABLE INDUSTRY STANDARDS THAT MAY TRIGGER LIABILITY]

**C.15.c.4.** The Contractor shall ensure that Project information is provided to the Government on industry standards and specifications, vulnerabilities, processes, incident recovery, and protections planned to provide cyber-security to the Project. Particular attention shall be focused on industrial control and monitoring system remote access protections.

**C.15.c.5.** [INCLUDE THIS SECTION WHEN THE CONTRACTOR WILL BE REQUIRED TO CONNECT TO OR PROVIDE A MICROGRID OPERATED BY THE GOVERNMENT OR ANOTHER CORPORATE ENTITY OTHER THAN THE CONTRACTOR]

When Energy from this Project is to be supplied into a Micro-grid on the Installation the documents and self-assessments noted above shall include details as to how to exchange data within the confines of the US Army's Information Assurance requirements and NISTIR 7628 [PROVIDE THE POC WITH WHOM THE CONTRACTOR SHOULD COMMUNICATE].

**C.15.d. System Integration Design** The Contractor shall provide design drawings in a Computer Aided Drafting and Design (CADD) format for use by the Installation for acceptance of any modifications to Government electrical infrastructure prior to Construction, modification and/or Interconnection to such equipment-to include where the Government electrical infrastructure has been privatized. Where possible, the Installation will provide As-Built drawings to inform of the Contractor's modifications. All CADD drawings or other submittals required by this Contract shall remain the property of the Government.

### **C.15.e. Coordination, Design and Installation of Project Requirements**

The Contractor is responsible for the proper circuit sizing, protection, coordination of the installation of the circuit(s) on the Contractor's side of the Point of Common Coupling and modifications to the Installation's electrical equipment and circuits at the Contractor's expense. The Installation will provide all available electrical one-line drawings of buildings, substations, and Points of Connection. The Contractor shall bear any duplication expenses that the Installation incurs in providing this information. Contractor shall propose to the KO, at the Contractor's cost, an alternate Point of Connection, equipment requirements such as new circuit, duct lines, switchgear and manholes, if the Installation's suggested Point of Connection is unsuitable to the Contractor, due to operational or other reasons. The Installation must approve in writing of any alternate location; such approval shall not be unreasonably withheld.

**C.15.e.1.** The Installation will provide load data, circuit protection, electrical drawings and technical information for the Point of Connection, if available. Should this information be unavailable or unsuitable to the Contractor, the Contractor, at its expense, shall obtain the information required.

### **C.15.e.2. Advanced Metering and Meter Reading Services**

All Energy generated by the Project and furnished by the Contractor shall be measured by utility grade advanced metering equipment of industry standard manufacture to be furnished and maintained by the Contractor, and jointly read monthly by the Contractor and the COR. When more than a single advanced meter is installed at a service

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location, the readings thereof may be billed concurrently, if appropriate. The advanced meter shall support interval metering for real and reactive demand registering entries every 15 minutes. In series with the Contract billing meter, the Contractor shall provide a continuous feed of advanced metering interval data to the Government's system for monitoring and data acquisition. The Contractor shall physically connect the billing meter to an existing [DRAFTER SPECIFY SYSTEM NAME] meter located at [DRAFTER SPECIFY LOCATION/BUILDING]. Energy delivered from the Project will be recorded in accordance with Section I, FAR 52.241-6 Service Provisions.

**C.15.e.3.** The Contractor is responsible for determining if the Supervisory Control and Data Acquisition (SCADA) controls that can be operated by the Electric Utility, pathways are required.

**C.15.e.4. Additional On-Site Generation Equipment** The Installation will provide information (e.g. drawings, protection scheme, etc.) on existing power generation equipment or utility equipment in the Facility or Installation, where available. The Contractor shall design and construct the Project to interact with the other equipment on site in accordance with industry standard. This includes standby generation which can come online automatically, boilers, as well as other possible systems or other inverters. Contractor shall provide industry standard controls and protection for equipment to protect the existing equipment and loads. If necessary, interconnection controls or sensors are to be provided between the auto-starting standby power units so as to not interfere with the operation of the existing standby power unit(s) or to other inverters operating on the circuit. Written procedures must be provided by the Contractor to the KO for the interfacing between the standby power unit(s) owned by the Installation, or to other power sources on the site, and at the Project. Should the coordination of Contractor-installed controls fail, it shall be the responsibility of the Contractor to repair or replace controls, within four hours, in order to maintain interface and control equipment acceptable to the Installation as demonstrated in writing by the KO.

### **C.15.e.5. Underground**

Contractor shall obtain written approval, as defined by the COR, fifteen (15) days in advance of excavation of the Project Site. The Contractor shall scan the construction site with electromagnetic or sonic equipment, and mark surface of the ground or paved surface where existing underground utilities or utilities encased in pier structures are discovered, verify the elevations of existing piping, utilities, and any type of underground or encased obstruction not indicated to be specified or removed but indicated or discovered during scanning in locations to be traversed by piping, ducts, and other work to be conducted or installed. Contractor shall coordinate, as applicable, with Utility Privatization Contractors, the Installation, the RCI, and any other UDCs (coordinate with the COR for points of contact) that may own equipment, with regard to utility infrastructure owned by the Utility Privatization Contractor. The Contractor is responsible for any damages related to excavation of the Project site.

### **C.15.e.6. Fencing, Berms, Walls, Visual Barriers, Screen Walls, Area Lighting Measures, and Anti-Terrorism and Force Protection (ATFP)**

The Contractor shall protect the Project on all sides to prevent unauthorized persons from entering the Project Site and tampering with Contractor-owned equipment on the Project Site and to protect against the danger of electric shock or other hazards, inter alia. The height and design of the security fence proposed by the Contractor shall be reviewed and accepted by the COR based on the recommendation of the Installation. The Contractor shall construct barriers, berms, screen walls, or aesthetic walls acceptable to State Historic Preservation requirements or other Installation requirements at Contractor's expense. Contractor may elect to install area security lighting around the perimeter of the fence; however, power consumption must be metered and paid at Contractor's expense. ATFP measures may include [DRAFTER SPECIFY] (refer to F.3. for Contract performance deliverable).

### **C.16 Construction**

The Contractor shall coordinate with and provide to the KO or the Installation (as approved by the KO), for review and quality assurance purposes, requested information relating to development, designs, materials, equipment, and supplies necessary to perform the Work at the Project Site (refer to F.3. for Contract performance deliverables and Out-Grant Agreement).

**C.16.a.** All construction, operations, maintenance, and all other Contractor activities shall comply with applicable national and local codes, industry codes, DoD requirements, Installation Development Guide, the UFC, and regulations, so as not to harm the Installation.

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**C.16.b.** All work, equipment, and materials required for this Installation shall comply with the most recent issue of the design and implementation standards indicated in this Contract as defined below. The following list of standards is provided as a guideline for establishing these requirements.

### INDUSTRY CRITERIA

- Air-Conditioning and Refrigeration Institute (ARI)
- American National Standards Institute (ANSI)
- American Institute of Architects (AIA) Master spec
- American Society for Testing and Materials (ASTM)
  - ASTM E44.09, Photovoltaic Electric Power Conversion
- Code of Federal Regulations (CFR)
  - 29 CFR 1910, Occupational Safety and Health Standards
  - 10 CFR 435, Energy Conservation Voluntary Performance Standards for Commercial and Multi-Family High Rise Residential Buildings
  - 29 CFR 1926, Safety and Health Regulations for Construction
- Illuminating Engineering Society of North America (IESNA)
- International Building Code (IBC)
- International Electrotechnical Commission (IEC)
- Institute of Electrical and Electronics Engineers (IEEE)
  - IEEE 1526, Recommended Practice for Testing the Performance of Stand Alone Photovoltaic Systems
  - IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems
  - IEEE 519, Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
- Local City & County Building Codes
- National Electric Code (NEC)
- National Electrical Manufacturers Association (NEMA)
- National Electrical Safety Code (NESC)
- National Fire Protection Association (NFPA)
  - NFPA 101 - Life Safety Code
- National Historic Preservation Act (NHPA)
- National Institute of Standards and Technology
  - Guidelines for Smart Grid Cyber Security, NISTIR 7628, Volumes 1-3 [INCLUDE WHEN THE INSTALLATION HAS LABELED THE PRIVATELY PROVIDED ENERGY PROJECT AND/OR ELECTRICAL AND ELECTRONIC INTERCONNECTIONS AS “CRITICAL INFRASTRUCTURE.”]
  - Special Publication 800-82 Guide to Industrial Control Systems (ICS) Security [NOTICE TO DRAFTER: INCLUDE WHEN THE INSTALLATION HAS LABELED THE PROJECT AND/OR ELECTRICAL AND ELECTRONIC INTERCONNECTIONS AS “CRITICAL INFRASTRUCTURE.”]
- North American Electric Reliability Corporation – Reliability and Data Standards [NOTICE TO DRAFTER: INCLUDE WHEN THE INSTALLATION HAS LABELED THE PROJECT AND/OR ELECTRICAL AND ELECTRONIC INTERCONNECTIONS AS “CRITICAL INFRASTRUCTURE.”]
  - Resource and Demand Balancing
  - Communications
  - Critical Infrastructure Protection
  - Demand Response Availability Data System
  - Emergency Preparedness and Operations
  - Facilities Design, Connections, and Maintenance
  - Interchange Scheduling and Coordination
  - Interconnection Reliability Operations and Coordination
  - Modeling, Data, and Analysis
  - Personnel Performance, Training, and Qualifications
  - Protection and Control



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- Transmission Operations
- Transmission Planning
- Voltage and Reactive
- Occupational Safety and Health Administration (OSHA) regulations
- Underwriters Laboratory (UL)
  - UL 1741, Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
- Uniform Building Code (UBC)
- Uniform Plumbing Code (UPC)

### MILITARY CRITERIA

- Department of the Army Regulation (AR)
  - AR 25-2 Information Management - Information Assurance, 24 October 2007, RAR 23 March 2009 [NOTICE TO DRAFTER: INCLUDE WHEN THE INSTALLATION HAS LABELED THE PRIVATELY PROVIDED ENERGY PROJECT AND/OR ELECTRICAL AND ELECTRONIC INTERCONNECTIONS AS “CRITICAL INFRASTRUCTURE.”]
  - AR 385-10 Safety - The Army Safety Program
  - AR 420-1 Army Facilities Management
  - AR 420-41 Acquisition and Sales of Utilities Services
- Department of the Army Chief of Engineers – Interim Guidance on the Calculation of Rates for the Sale of Utilities Services and Utilities Contracts Invoicing/Billing, 1 November 2012.
- Department of the Army Pamphlet (AP)
  - AR 385-40 Safety - Army Accident Investigations and Reporting
  - AR 385-64 Safety - Ammunition and Explosives Safety Standards
- Unified Facilities Criteria (UFC) [CONFIRM ALL APPLICABLE UFCs. THESE MAY INCLUDE THE FOLLOWING]
  - UFC 3-210-10 Low Impact Development
  - UFC 3-450-01 Noise and Vibration Control
  - UFC 3-600-01 Fire Protection Engineering for Facilities
  - UFC 3-600-01 O&M: Inspection, Testing, and Maintenance of Fire Protection Systems
  - UFC 4-010-01 Design: DoD Minimum Antiterrorism Standards for Buildings
  - UFC 4-020-04A Electronic Security Systems: Security Engineering
  - UFC 4-021-01 Design and O&M: Mass Notification Systems
- Department of Homeland Security (DHS) - United States Computer Emergency Readiness Team (US-CERT), Control Systems Security Program (CSSP) [INCLUDE WHEN THE INSTALLATION HAS LABELED THE PRIVATELY PROVIDED ENERGY PROJECT AND/OR ELECTRICAL AND ELECTRONIC INTERCONNECTIONS AS “CRITICAL INFRASTRUCTURE.”]

**C.16.c.** Any violation of such laws, regulations or standards shall be brought to the attention of the KO for clarification or direction prior to proceeding with the work.

**C.16.d. Construction Work Scheduling** The Contractor shall arrange its on-site work so that it will not interfere with Installation operations during normal business hours. The Contractor shall submit to the COR within [NUMBER OF DAYS] of award of the Contract a full schedule of the Project to include design, procurement of materials, construction, installation, and all other pertinent factors involved in completing the Project. Any work requiring service interruptions or utility outages must be coordinated with the Installation. Contractor shall provide [NUMBER OF DAYS] notice of any planned utility outage.

**C.16.e. Normal Working Hours During Construction** The Contractor shall be required to perform on-site work during the normal operating hours [DRAFTER SPECIFY DAYS AND TIMES] which exclude federal holidays and periods of security lockdowns, emergencies, and military exercises unless specifically indicated otherwise in the Contract. Work outside these hours must be approved in writing by the COR.



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**C.16.f. Construction Work Outside Normal Working Hours** If the Contractor requires access to the Project Site outside normal working hours during construction, an application shall be delivered to the COR in writing, seven (7) days in advance. If, due to an emergency, the Contractor requires immediate access to the Project Site during other than Normal Working Hours, the Contractor shall immediately contact the Contracting Officer, the COR or the Installation point of contact *[NOTICE TO DRAFTER: Specify point of contact here]*. All work sites shall be lighted in a manner approved by the COR. To minimize disruption to Installation's employees, all required utility outages affecting the Installation operation shall be made after normal operating hours unless otherwise scheduled in advance and approved by the COR.

**C.16.g. Lay-down & Storage Areas** The Contractor may request a lay down area to store materials or locate a temporary office trailer, which will not be unreasonably withheld by the COR. Size and location of area will be approved by the COR based on the recommendation of the Installation. A written request shall be made to COR at least ten (10) working days in advance of the requirement. Use of the area will be solely at the Contractor's risk. Unless otherwise specified in the approval, the Contractor may fence the outdoor storage area at own expense.

**C.16.h. Availability of Utilities** The Installation *[DRAFTER SPECIFY: WILL OR WILL NOT]* furnish utilities at the Project Site. Contractor shall arrange for all utilities, such as but not limited to natural gas, electric, water and sewer, as needed at its own expense. The Contractor shall install advanced meters for utility usage at its expense. Specifications for the recommended advanced meter installations are required and shall be submitted to the COR for acceptance. The Contractor, at its expense, is responsible for the installation and maintenance of all necessary temporary connections and distribution lines for each utility consistent with applicable codes and Installation specific requirements. Information concerning location of existing outlets should be obtained from the Installation. The Contractor shall remove all temporary connections, distribution lines, and associated equipment upon completion of work and return the area to its original condition. If a permanent relocation of utilities is required, the Contractor shall provide drawings to show requested relocations and obtain the approval of the COR prior to commencing work. If utilities are required for operation of the Project, the Contractor shall ensure adequate availability of the utility and be responsible for the cost of all connections, metering, and utilities, and shall reimburse the Installation for utility use on a monthly basis.

**C.16.i. Telecommunications Equipment** Telephone or other telecommunications connections - as required - shall be arranged by the Contractor at its own expense with the approval of the COR. Wireless communication equipment may be used only with the approval of the COR. The Installation is not responsible for any wireless failures or interruptions due to routine operation of Installation.

**C.16.j. Sanitation** Adequate sanitary conveniences of a type approved for the use of persons employed on the Project Site shall be provided, properly secluded from public observation, and maintained by the Contractor in such a manner as required or approved by the Installation. These conveniences shall be maintained at all times without nuisance. Upon completion of the Project, the conveniences shall be removed by the Contractor from the premises, leaving the Project Site premises clean and free from nuisance.

**C.16.k. Installation Regulations** The Contractor, its employees, and subcontractors shall become familiar with and obey all Installation regulations, including fire, traffic, and security regulations. All personnel employed under this Contract shall stay within the limits of the work (and avenues of ingress and egress) and shall not enter any restricted areas unless required by the Contract and approved in advance in writing by the COR. The Contractor's equipment shall be conspicuously marked for identification. A copy of the Base Regulations may be obtained from the Installation.

**C.16.l. Permits** The Contractor shall, without expense to the Installation, obtain all appointments, licenses, and permits, environmental and otherwise, required by applicable Federal, State and local law for designing, financing, constructing, owning, operating and maintaining the Project. Evidence of such permits and licenses shall be provided to the COR and the Installation before the performance of the work. *[DRAFTER TO REFERENCE NEPA REQUIREMENTS DEFINED IN SECTION C.21.]*

**C.16.m. Installation As-Built Drawings and Plans** Utility and Installation maps and plans will be provided upon request from the Installation if available. Verification of the accuracy of the plans shall be the sole responsibility of the Contractor. Request for plans shall be made, at least *[DRAFTER SPECIFY NUMBER OF DAYS]* Days in

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advance, to the Installation with copy to the KO.

**C.16.m.1. Project As-Built Drawings and Plans** Upon completion of Construction and prior to Commercial Operation, the Contractor shall deliver to the KO five sets of hard and soft-copy AutoCAD files of as-built drawings (in PDF, TIFF, or other format as specified by the Installation), and emergency Project operating procedures.

**C.16.n. Drainage** The Project and all activities related thereto shall not adversely affect water drainage patterns on the Installation, Post or adjacent land. The system shall also comply with all environmental requirements and standards. Where grading is necessary to control drainage on the site storm water impoundment basins will be installed to allow recharge of subsurface aquifers in compliance with local storm water best management practices.

### C.17. Sites

The Government will provide use of [DRAFTER INSERT NUMBER HERE] acres of Army-controlled real property. The Contractor shall not use the property authorized by this Contract for any purpose other than in the performance of this Contract. At the end of each work day the Contractor will leave the Project site in a clean and orderly fashion as specified in Section J, Attachment 4, Out-Grant Agreement.

### C.18. Safety Requirements

The Contractor shall provide for the safety of personnel employed in the performance of the Contract. All work performed under this Contract shall be conducted in a safe manner and shall comply with the requirements in the [REFERENCE APPLICABLE SAFETY REQUIREMENTS: ARMY CORPS OF ENGINEERS SAFETY MANUAL EM 385-1-1, AR 385-64, THE ACCIDENT PREVENTION CLAUSE IN SECTION I OF THIS CONTRACT (FAR 52.236-13), AND ALL APPLICABLE OSHA REGULATIONS]. The Government will not provide safety equipment to the Contractor.

**C.18.a. Health and Safety Plan** The Contractor shall implement a health and safety plan before construction begins. The Safety Plan shall provide standard operating procedures and be in accordance with standard commercial practices and reviewed by safety personnel. Prior to commencing work, the Contractor shall meet with the COR to agree upon administration of the safety program (refer to F.3. for Contract performance deliverable).

**C.18.a.1. Accident Reporting** The Contractor shall maintain an accurate record of accidents resulting in traumatic injury or death as well as accidents resulting in damage to Installation real and personal property, supplies, and equipment. The Contractor shall report accidents to the Installation in writing within twenty-four (24) hours of their occurrence (refer to F.3. for Contract performance deliverable).

**C.18.a.2. OSHA Compliance** Contractor shall report all OSHA violations within twenty-four (24) hours to OSHA and KO. The Contractor workplace may be inspected periodically for OSHA compliance by safety personnel as designated in writing by the KO. Avoidance and abatement of violations shall be the responsibility of the Contractor and/or the Installation as determined by the KO. The Contractor shall provide assistance to KO designated safety personnel and the Federal or State OSHA inspector if a complaint is filed. The Contractor shall promptly pay any fines levied on the Contractor by Federal or State OSHA offices due to safety/health violations. All fines shall be paid in a timely manner but no later than the deadline stipulated within the OSHA fine notice to the Contractor.

**C.18.a.3. Fall Protection Plan** Contractor shall have a fall protection plan that meets requirements of 29 CFR §1926.500.

### C.19. Fire Prevention

The Contractor shall observe all applicable requirements for handling and storing combustible supplies, materials, waste, and trash. Contractor employees operating flammable equipment shall be trained to properly respond during a fire alarm or fire in accordance with the applicable Government fire prevention procedures, rules, or regulations.

**C.19.a.** The local fire department (where applicable) with coordination from the Installation shall have jurisdiction over and shall be principally responsible for fire prevention inspections. Firefighting at any Contractor facility shall be the responsibility of the local fire department. The Contractor shall work with the local firefighting authority to

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establish a “daisy-chained” locking arrangement that enables immediate response to the site by both the contractor and the firefighting authority. The contractor shall also provide keys, within 24 hours of constructing and securing with a lock, to the Installation for access into any Contractor on post fenced area, building, or structure. The keys shall be labeled or permanently tagged for their respective locks and shall be replaced within one hour if the lock is changed. The local Fire Marshall [DRAFTER SPECIFY ARMY OR MUNICIPAL] shall be the authority having jurisdiction in all matters relating to fire prevention, fire protection, and firefighting. Ambulance service will be consistent with the practice in place on the Installation.

### **C.20. Security Requirements**

Contractor personnel or any representative of the Contractor entering [DRAFTER SPECIFY NAME OF ARMY INSTALLATION] shall abide by all security regulations. They shall be subject to security checks according to Title 32, Code of Federal Regulations, Part 40b, and Title 18 USC, Section 930. Any further requirements will be supplied by the KO.

### **C.21. Installation Access**

Contractors shall obtain badges from Installation security as required, at no charge. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned immediately. In the event the badge is lost or stolen, the Contractor's employee(s) shall be required to report the incident to the Installation's security office confirming that the badge has been reported lost or stolen. Any further requirements will be supplied by the COR.

### **C.22. Vehicle Registration**

Contractor-owned vehicles or company-owned motor vehicles entering [DRAFTER SPECIFY NAME OF ARMY INSTALLATION] shall have a valid state license and shall be registered with the DoD site, if required by the COR. The Contractor shall register the vehicles before commencement of on-site Contract work. State license, registration, safety sticker, and insurance shall be maintained current while the vehicle is in use at the Installation. Contractor personnel operating motor vehicles on [DRAFTER SPECIFY NAME OF ARMY INSTALLATION] shall have a valid state operator's license for the category of vehicle being operated. The drivers shall comply with Title 32, Code of Federal Regulations, Part 40b regarding motor vehicle use at each Installation (refer to F.3. for Contract performance deliverable).

### **C.23. Contractor Access to Buildings and Other Facilities**

It shall be the Contractor's responsibility, through the Installation, to obtain access to buildings and other facilities to and from the Project site, as necessary, and arrange for the Government buildings or facilities to be opened and closed. Access to buildings and facilities must be scheduled with the Installation at least ten (10) days in advance (refer F.3. and the Out-Grant Agreement).

### **C.24. Implementation Plan**

Prior to commencement of construction work, the Contractor shall provide a implementation plan to the COR showing the Project site's electrical distribution system, poles, fence, inverters, interconnects, access roads, and all other major components of the system, to scale, on a plan map. Plan shall also show existing structures, including the existing substations and surrounding buildings.

**C.24.a. Installation Operations** Performance of work by Contractor personnel under the terms of this Contract shall not interfere with regularly scheduled Installation operational activities. The KO will review exceptions.

**C.25. Energy Conservation** Contractor shall practice utilities conservation and shall operate under conditions that preclude waste of Installation utilities. [DRAFTER PROVIDE SPECIFICS OR REMOVE]

### **C.26. NEPA and Environmental Requirements for Construction, Operations and Maintenance**

**C.26.a. NEPA Documentation** (as applicable) All appropriate NEPA documentation, including an Environmental Assessment (EA) or Environmental Impact Statement (EIS) will be accomplished by the Installation and provided to the successful Contractor(s) prior to execution of this Contract. The Installation and/or Contractor [DRAFTER DEFINE] will produce an Environmental Condition of Property (ECP) Report to document the existing environmental conditions of the site. The COR and the Contractor will both approve this ECP before commencement of construction.

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**C.26.b. Environmental Compliance** The Contractor shall conduct, during the life of the Contract, continuous environmental protection measures to avoid or mitigate pollution that: develops during normal construction practice, during operations, and at the conclusion of the Contract. The Contractor shall disassemble and remove all property in an effort to restore the Project Site to substantially the original condition that the Project Site was received at execution of the Contract. The Contractor shall be responsible for ongoing permits and compliance with Federal, State, local laws and regulations pertaining to the environment, including: water, air, solid waste, hazardous substances, and waste.

### **C.26.c. Hazardous Substances**

The Contractor, at its expense, must comply with all applicable Federal (including DoD, Army and Installation), state, interstate, and local laws and regulations with respect to occupational safety and health, the handling, storage and disposal of Hazardous Materials related to its activities. All Hazardous Materials used on the Installation shall be accompanied with appropriate Material Safety Data Sheets (MSDS). The Contractor shall submit copies of MSDS to the COR and retain a copy of each MSDS onsite in compliance with all applicable Federal, State and local laws and Installation regulations. Furthermore, the Contractor shall not accumulate any Hazardous Materials onsite for more than sixty (60) days and all wastes leaving the site will be manifested in accordance with Installation Environmental programs (refer to F.3. for Contract performance deliverable).

**C.26.d. Asbestos, Lead-based Paint and Galvanized Materials** The Contractor shall not make any improvements or engage in any construction on Installation with materials that contain Asbestos-Containing Material (ACM), without prior written approval of the KO, any such improvements or construction shall be performed in compliance with all applicable Federal, State, and local laws and regulations governing ACM. The Contractor is responsible for monitoring the condition of its property containing ACM on any portion of the Installation for deterioration or damage. The Contractor is responsible, at its expense, for remediation of any ACM contained on or in the Project Site(s), which is disturbed or damaged by the Contractor or is deteriorated and of any ACM on the Installation, which is disturbed or damaged by the Contractor. The Contractor shall test any painted surface to be affected by any of its operation, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and will conduct any activities related to that surface in compliance with all applicable laws and regulations at the Contractor's expense. The Installation requires that all exposed galvanized materials must be painted, maintained and/or protected from the elements to prevent zinc from being introduced into the soil or ground water.

**C.26.e. Disposal of Hazardous Material** As part of the Contract, the Contractor shall include the cost of removal of any known Hazardous Materials in conjunction with the performance of work under the Contract. If Hazardous Material is identified after award, the Contractor shall immediately stop work, take measures to reduce the contamination, and immediately notify the KO and the building manager of the Hazardous Material condition and location. The Installation shall then either remove or dispose of the Hazardous Material by its own personnel or by separate contract award.

In addition, Hazardous Material and Polychlorinated biphenyls (PCB) handling and disposal, if it is or becomes the responsibility of the Contractor in a Contract award, shall be handled as follows:

Hazardous Material Handling and Disposal: Hazardous Material resulting from Contractor-owned material and equipment must be disposed of in accordance with Resource Conservation and Recovery Act and all applicable Federal, State and local regulations. All shipping manifests for Hazardous Material must be signed by the authorized Federal personnel for the Project, as well as by the Contractor prior to transfer off-site. The Government generator number will be entered on the manifest. The Contractor shall take responsibility for Contractor generated waste materials. [\[DRAFTER SPECIFY THE REQUIREMENTS IF DIFFERENT THAN THE ABOVE\]](#)

**C.26.f. Disposal of Waste** Non-hazardous Contractor generated refuse/waste arising from the performance of this Contract shall be removed from the Installation and disposed of at an authorized landfill at the Contractor's expense.

**C.26.g. Protection of Natural and Cultural Resources** The Contractor shall preserve the natural resources within the area in which the Contractor is authorized to own and operate the Project. The Contractor shall confine construction activities to within the limits of the work area indicated or specified in the Land Use Agreement. The Contractor shall minimize the disturbance of soils and native vegetation to the maximum degree possible, when the

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vegetation is removed, the Contractor shall plan and conduct earthwork to minimize the duration of exposure of unprotected soils. Contractor shall use water trucks, silt fences and straw bales, and the installation of gravel roads if necessary to prevent dust and erosion. The Contractor shall carefully protect in-place and report immediately to the KO and Installation officials (AS DESIGNATED BY THE INSTALLATION) any discovery of historical and/or archaeological items (including human remains) that are found on the site.

### **C.27. Operations and Maintenance**

The Contractor shall be responsible for all aspects of operating and maintaining the Project in a manner which maximizes delivery of Energy under this Contract and minimizes adverse impact to the Installation.

### **C.28. Normal Housekeeping Practices**

The Contractor shall be responsible for normal housekeeping functions inside the Project. The Contractor shall be responsible for properly recycling or disposing all rubbish and waste materials pursuant to applicable laws and regulations. The Contractor shall store all supplies and equipment only at Installation's approved storage areas so as to preclude theft or damage and maintain the site in a neat and orderly manner. Loose debris on trucks leaving the site shall be loaded in a manner that will prevent dropping of materials on the streets and other areas and shall have a suitable cover, such as a tarpaulin, over the load before entering surrounding streets. The Contractor shall be responsible for immediately cleaning up any materials that fall from trucks.

### **C.29. Liability and Indemnification**

The Contractor shall also be responsible for all damages to persons or property, which occurs as a result of the Contractor's fault or negligence. The Contractor releases, remits and forever discharges the Government, its officers and employees from any and all causes of action, judgments, expenses, liabilities, damages, claims, and charges of whatever kind or nature, whether in law or equity, tortious, contractual, or other, that may arise as a result of or in connection with the activities of the Contractor, its officers, employees, agents and sub-contractors. The Contractor shall indemnify, defend and hold harmless the Government and its officers and employees against any and all causes of action, judgments, expenses, liabilities, damages, claims, and charges of whatever kind or nature, whether in law or equity, tortious, contractual, or other, that may arise as a result of or in connection with the activities of the Contractor, its officers, employees, agents and subcontractors.

**C.29.1 Limitation of Liability.** The Contractor shall not be liable for any consequential, special, incidental, punitive, exemplary or indirect damages or other business interruption damages, except to the extent caused by the Contractor's or its agent's gross negligence or willful misconduct.

### **C.30. Employees**

The Contractor shall not employ or allow any person to work on this Contract or enter Project Site if such person is identified to the Contractor as a potential threat to the health, safety, security, general well-being, or operational mission of the Government or Installation. Upon receipt of notice of award of the Project under this Contract, the Contractor shall provide the KO with the name(s) of the responsible supervisory person(s) authorized to act for the Contractor. The Contractor shall furnish sufficient personnel to perform all Contract requirements. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the KO as acting contrary to the public interest or inconsistent with the best interests of Government or national security. No employee or representative of the Contractor shall be admitted to the Project worksite unless that employee furnishes satisfactory proof that he/she is a citizen of the United States or otherwise legally authorized to work in the United States.

### **C.31. Monthly Reports**

The Contractor shall provide the COR with the following monthly submittals (as applicable):

**C.31.a. Outage Report.** The Contractor's monthly outage report will be prepared in the format proposed by the Contractor and approved by the COR (refer to F.3. for Contract performance deliverable). Outage reports shall be submitted by the [DRAFTER INSERT DAY] of each month for the previous month. Outage reports shall be submitted to:

*Name:*                      *Contact Number:*                      *Address:*                      *Phone number:*

**C.31.b. Meter Reading Report.** The monthly meter reading report shall show the most recent closed and prior

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month readings for all meters expressed in kWh as well as the total dollar amount due to the Contractor for each of those months. The Contractor's monthly meter reading report will be prepared in the format proposed by the Contractor and accepted by the COR. Meter reading reports shall be submitted by the [DRAFTER INSERT DAY] of each month for the previous month. Meter reading reports shall be submitted to:

*Name:*                      *Contact Number:*                      *Address:*                      *Phone number:*

Monthly reports may be periodically changed to meet the changing needs of the Installation. The KO will authorize these changes and the Contract will provide support by providing the required information.

### **C.32. Conformity to Industry Standards**

[INSERT APPLICABLE INDUSTRY STANDARDS; BELOW ARE THREE EXAMPLES]

**Solar Industry Requirements (if applicable)** Photovoltaic systems shall conform to industry standards as set forth by ASTM, IEC, IEEE, UL, and NEC. Project Site conditions will dictate the design of the PV system. The contractor shall take into consideration site specific requirements such as local codes, Electric Utility interconnect agreements, transmission capacity, net metering, and grounding.

**Wind Industry Requirements (if applicable)** Wind Power generation systems shall conform to industry standards as set forth by IEC, IEEE, UL and NEC. Contractors shall also take into consideration other local codes and standards such as but not limited to interconnect agreements, net metering, transmission capacity, and grounding.

**Biomass Industry Requirements (if applicable)** Biomass or biofuels systems shall conform to industry standards as set forth by ASTM, IEC, IEEE, UL and NEC. Contractors shall also take into consideration other local codes and standards such as but not limited to interconnection agreements, net metering, transmission capacity, and grounding.

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## **Section D- Packaging and Marking**

This section is not applicable.



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## Section E - Inspection and Acceptance

### E.1. Inspection and Acceptance - Destination

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

**E.1.a. Contractor Quality Control Responsibilities** The Contractor is responsible for all aspects of quality control during Project construction, design, operation and maintenance, and shall provide a quality control plan or Contractor inspection system that enables the KO to assure that the Project is being constructed, operated, and maintained in accordance with the Contract and in a safe manner neither of which adversely affect the mission. The quality control plan or Contractor inspection system must be approved by KO or designated COR prior to any work being performed at the Project Site.

**E.1.b. Rights and Responsibilities of the Government** The Government has the right and authority to review, inspect, and if need be, cause corrective actions to be taken if it determines that the Project is not being constructed, designed, operated, or maintained in a safe manner. The Government will make a good faith effort to respond to the Contractor with review comments (if any) in a manner consistent with Contractor's milestone requirements.

**E.1.c. Project Commissioning and Systems Acceptance Testing.** The Contractor shall conduct testing of the Project in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by [\[DRAFTER INSERT PROJECT TECHNOLOGY TYPE AND SPECIFIC PROJECT SYSTEM ACCEPTANCE TESTING REQUIREMENTS HERE\]](#) system integrators in the United States. Contractor shall notify the KO not less than five (5) Days prior to the anticipated date of Project Systems Acceptance Testing. The Installation and KO shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing, at the Government's sole cost. The Project Systems Acceptance Testing shall be witnessed and certified complete and accurate in writing by an Independent Engineer (refer to F.3. for Contract performance deliverable). The Government will make reasonable efforts to purchase Energy produced and delivered by the Contractor during the Systems Acceptance Testing period.

If the results of the Project Systems Acceptance Testing indicate that the Project is capable of generating Energy for 10 continuous days at production levels in-line with proposed system production, and in accordance with applicable ASME Performance Test Codes (PTCs) and associated environmental output testing, using such instruments and meters as have been installed for such purposes, and the Project is approved for Interconnection with the Utility Distribution Company, then Contractor shall send a written notice (the Contractor's Completion Notice) to that effect to the KO accompanied by a copy of the results of the Project Systems Acceptance Testing.

The Government shall have ten (10) Business Days after receipt of the Contractor's Completion Notice to review the System Acceptance Testing results and the Independent Engineer's report, and verify whether the Project installation is complete, mission compatible, safe, in accordance with the project design, robust, permanent, and complies with the Contract. If the requirements are met, as specified above, the KO will provide to the Contractor written acceptance of the Contractor's Completion Notice and the completion of Project Commissioning.

If any of these requirements in this section are not met, then the Government shall provide Contractor with a detailed written notice of such failure to conform to the Project Systems Acceptance Testing within ten (10) Business Day period, and Contractor shall promptly remedy at Contractor's cost the relevant, specified failure and conduct new Project Systems Acceptance Testing until the testing indicates that the Project meets the Project Systems Test requirements. In such case, Contractor shall send a new Completion Notice to the Government with a copy of the results of the new Project System Acceptance Testing as provided above and the foregoing procedures shall be repeated.

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## Section F - Deliveries or Performance

### F.1. Contract Period of Performance

The period of performance of this Contract shall be for [DRAFTER SPECIFY NUMBER OF YEARS]. The total duration of the Contract is limited by the provisions of [DRAFTER SPECIFY: 10 USC § 2922a OR 40 USC § 501] and is inclusive of construction, the term of energy production, and asset removal and site remediation requirements.

### F.2. Place of Performance

The place of performance and delivery for any services to be performed hereunder will be specified in Section J Attachment 1, Description of Site and Points of Connection.

### F.3. Contract Performance Deliverables

In accordance with Section:	Description	Submittal Date	Recipient of Deliverable
C.15.e.6.	Fencing, Berms, Walls, Visual Barriers, Screen Walls, AFTP, etc.	As needed at Contractor's own expense	COR
C.16.d.	Construction Work Scheduling	Within [DRAFTER INSERT NUMBER OF DAYS] after award	COR
C.16.e	Normal Working Hours	[DRAFTER SPECIFY DAYS AND TIMES]	COR
C.16.f	Work Outside Normal Working Hours	Within seven (7) days prior to extension of work hours	COR
C.16.g.	Lay-down & Storage Areas	Within ten (10) working days in advance of the requirement	COR
C.16.h	Availability of Utilities	As needed at Contractor's own expense	COR
C.16.i.	Telecommunications Equipment	As needed at Contractor's own expense	COR
C.16.j.	Sanitation	Prior to commencement of work	COR
C.16.k	Installation Regulations	Prior to commencement of work	COR
C.16.l.	Permits	Prior to commencement of work	COR and Installation
C.16.m.	Installation As-Built Drawings and Plans	Within [DRAFTER INSERT NUMBER OF DAYS] advance of the requirement	KO/Installation
C.16.n.	Drainage	As needed at Contractor's own expense	COR
C.18.a.	Health and Safety Plan	Prior to commencement of work	COR
C.18.a.1.	Accident Reporting	Within twenty-four (24) hours of occurrence	COR and Installation
C.22.	Vehicle Registration	Prior to commencement of work	COR
C.23.	Contractor Access to Buildings and Other Facilities	Within ten (10) days in advance of the requirement	COR
C.24.	Implementation Plan	Prior to commencement of construction	COR
C.26.c.	Hazardous Substances (Material Safety Data Sheets)	Contractor will maintain as needed	COR
C.31.a.	Outage Report	[DRAFTER INSERT DAY] of each month for the previous month	COR

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C.31.b.	Meter Reading Report	[DRAFTER INSERT DAY] of each month for the previous month	COR
E.1.a.	Quality Control Plan	Prior to commencement of work	KO
E.1.c.	Project System Acceptance Testing	Within five (5) business days prior to the anticipated date of System Acceptance Testing	KO and Installation
E.1.c.	Completion Notice	Upon completion of System Testing, submit notice and results	KO and Installation
J, Attachment 7	Approved Commissioning Plan		KO

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## Section G - Contract Administration Data

### G.1. Contract Administration Office

The Contract administration office for this Contract is located at the following address: \_\_\_\_\_

### G.2. Contracting Officer (KO) [DRAFTER INSERT KO CONTACT INFORMATION TO INCLUDE NAME AND ADDRESS]

### G.3. Contracting Officer (COR)

The COR for this Contract is: \_\_\_\_\_ [DRAFTER INSERT COR CONTACT INFORMATION TO INCLUDE NAME AND ADDRESS]

### G.4. Program Manager

The Program Manager for this Contract is: [DRAFTER INSERT PM NAME]

### G.5. Identification of Correspondence

All correspondence and data submitted by the Contractor under this Contract shall reference the Contract and be submitted to the KO. [DRAFTER INSERT KO CONTACT INFORMATION TO INCLUDE NAME AND ADDRESS]

### G.6. National Contracting Organization (NCO) Interactive Customer Evaluation (ICE)

The Interactive Customer Evaluation (ICE) system is a web-based application used to collect and report customer feedback. ICE is the official comment system for DoD agencies and can be accessed:

[http://ice.disa.mil/index.cfm?facard&service\\_provider\\_id=110768&site\\_id=856&service\\_category\\_id=14](http://ice.disa.mil/index.cfm?facard&service_provider_id=110768&site_id=856&service_category_id=14).

Contractors are encouraged to utilize this system to submit suggestions, questions, or comments.

### G.7. Electronic Funds Transfer (EFT)

Government shall utilize the Electronic Funds Transfer method of payment. The following web site will provide information and the authorized form for EFT payments by the paying activity located in \_\_\_\_\_.

### G.8. Army Electronic Invoicing Instructions

Contractor shall submit monthly payment requests using the following method(s) as mutually agreed to by the Contractor, the KO, the Contract administration office, and the payment office. [DRAFTER SELECT PAYMENT METHOD BELOW]

\_\_\_ Wide Area Workflow (WAWF) (see instructions below)

\_\_\_ Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

\_\_\_ American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

\_\_\_ Other (please specify) The Contractors are instructed to use the invoicing process below until WAWF has been fully implemented or instructed otherwise:

PAYMENT AND BILLING OFFICE [DRAFTER SPECIFY]

All invoices must be submitted to \_\_\_\_\_ by the \_\_\_\_\_ day of each month for the previous month.

CLAUSE INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

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- (a) Identify the Contract line item(s) on the payment request that reasonably reflect Contract work performance; and
  - (b) Separately identify a payment amount for each Contract line item included in the payment request.
- (End of clause)

### **G.9 Annual True-Ups**

Annual periods begin on the Commercial Operation Date and extend 12 months. In the month following the end of an annual period, the Parties will examine the Contractor's production during the previous annual period. If the Contractor failed to meet the Minimum Annual Production, the Government will be reimbursed within 60 days as set forth in paragraph C.5.

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## Section H - Special Contract Requirements

### H.1. Annual Reporting of Government Property

In accordance with DFARS 252.211-7007, the Contractor shall report Government-furnished property in the possession of Contractor through use of the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items.

### H.2. Subcontracting Reports

In accordance with FAR clause 52.219-9, large businesses are required to submit an Individual Subcontracting Report (ISR) via [www.esrs.gov](http://www.esrs.gov). The report shall include sufficient evidence that a good faith effort was made to achieve the subcontracting goals. The report will be used to determine the extent of compliance with the approved Subcontracting Plan. Contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan is considered a material breach of its contract and is subject to the imposition of liquidated damages. In addition, large businesses are required to submit an annual report to the KO no later than 30 October each year that captures the complexity level of tasks assigned to small business sub-contractors per this Contract.

### H.3. General Insurance Requirements

The Contractor shall maintain the following minimum insurance coverage throughout the performance period of this Contract in accordance with FAR 52-228-5. The Contractor must present evidence of insurance coverage as described below to the KO prior to award.

**H.3.a. Workers' Compensation and Employer's Liability** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's Commercial Operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

**H.3.b. Commercial General Liability** The Contractor shall maintain throughout the Contract performance period bodily injury and property damage liability insurance written on the Commercial General Liability (CGL) Form of at least \$1,500,000 per occurrence. The policy shall provide for contractual liability and name the Government as an additional insured with a waiver of subrogation. The policy shall not have any exclusions relating to claims arising from asbestos exposure.

**H.3.c. Automobile Liability** The Contractor shall maintain throughout the Contract performance period automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

**H.3.d. Corporate Policies** The Contractor may use corporate policies to cover Workman's Compensation, Automobile, General Liability, and Errors & Omissions Liability insurance requirements specified in this Section H. If a Contractor uses a corporate policy for this work, the aggregate limits that apply to the General Liability, Automobile Liability and Errors and Omissions Insurance should be \$5,000,000.

**H.3.e. Common Coverage Elements to the General Liability, Automobile Liability Policies** Each policy shall provide for a separation of the insured for defense of claims. With the exception of non-payment of premium, the actions of the named insured will not affect the coverage provided to the Government under these policies

### H.4. Employment Eligibility Verification

The Contractor shall comply, for the period of this Contract, with the requirements of the Employment Verify Program as required by FAR 52.222-54. Information on registration for and use of the Employment Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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## H.5. Contract Novation/Project Ownership

[ANY REQUEST BY THE CONTRACTOR FOR A CONTRACTING OFFICER APPROVAL OF A CONTRACTOR NOVATION TO A SPECIAL PURPOSE ENTITY (SPE) SHALL BE SUBMITTED IN ACCORDANCE WITH FAR 42.12]

## H.6. Sale of Energy to Non-Army Customers

[THE CONTRACT WILL NORMALLY DEFINE WHEN IT IS PERMISSIBLE BUT NOT REQUIRED FOR THE CONTRACTOR TO SELL ENERGY TO THIRD PARTIES, INCLUDING THE ELECTRIC UTILITY. ANY SALES NOT DEFINED UNDER THE CONTRACT REQUIRE GOVERNMENT APPROVAL WHEN THE PROJECT IS ON GOVERNMENT PROPERTY AND MAY BE FINANCIALLY BENEFICIAL TO ARMY, IF LEGALLY ALLOWABLE. FOR SALES UNDER THE CONTRACT TO UTILITIES BY THE CONTRACTOR REFER TO 10 USC 2916. ANY CREDITS OR OTHER CONSIDERATION DUE THE GOVERNMENT RESULTING FROM THE SALE OF EXCESS ENERGY SHOULD BE SPECIFIED HERE. THE ISSUE OF SALES TO NON-ARMY ENTITIES MAY NEED TO BE ADDRESSED IN THE CONTRACT. THE FOLLOWING IS ONE APPROACH TO ADDRESSING THESE ISSUES.]

**H.6.a.** If the Electric Utility permits power (in excess of the Government's requirements) to be distributed over its commercial distribution infrastructure, such distribution of power must be approved in advance of such export by the KO unless authorized in this Contract. If the Electric Utility do not permit power in excess of the Government's needs to be transmitted over its commercial distribution infrastructure, the Contractor shall ensure that no power in excess of the Government's needs is transmitted or placed on the electrical grid. In the event excess power is transmitted to the grid by the Contractor, the Contractor shall reimburse the Government by crediting succeeding monthly bill(s) for any charges levied by the Electric Utility with respect to such delivery of excess power and for any damage of infrastructure for which the Government is liable. If in the future the Electric Utility permits the Contractor to sell power in excess of the Government's needs, and distribute such power over the electrical grid to itself or third parties, such sales require prior written approval of the KO. If such sales result in any costs to the Government, the Contractor shall credit the Government for those costs on succeeding monthly bill(s).

**H.6.b.** If, at any time during this Contract the Contractor sells energy, in any of the forms encompassed by this Contract, to any other party (other than the Electric Utility), for that party's consumption, the following terms apply concerning the rates charged to the Government under this Contract: (a) Unless otherwise agreed, and all terms and conditions being equal, if the rate for a form of energy contracted between the Contractor and the other party is lower than the rate charged by the Contractor to the Government for the same form of energy under this Contract, the lower rate charged to the other party will become the rate charged to the Government under this Contract; (b) The lower rate will become effective as of the date the Contractor and the other party execute requirements at that lower rate; and (c) The lower rate shall not be subsequently adjusted upward under this Contract except at a percentage reflected in any escalation contained under the terms of this Contract. The Contractor has an obligation to notification to notify the Government of such contracts. Failure to do so shall result in \_\_\_\_\_fine [KO FILL IN FINE AMOUNT].

### H.6.c.

The Government shall have the right of first refusal to purchase Energy generated by the Project in excess of the Minimum Annual Production amount. The Contractor shall take all commercially reasonable steps necessary to make the Energy available for consumption by the Government at the Project Site and in the manner specified elsewhere herein.

## H.7. Force Majeure

**H.7.1.** In the event that either the Contractor or the Government (each a Party or together the Parties) is delayed in, or prevented from, performing or carrying out its obligations under this contract by reason of any Force Majeure Event beyond the reasonable control of, and without the fault or negligence of such Party, such Party shall be excused from performance hereunder and shall not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention; provided, however, that the conditions set forth in Section H.7.2 are satisfied.



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**H.7.2 Excused Performance.** Except as otherwise specifically provided in this contract, neither Party shall be considered in breach of this contract or liable for any delay or failure to comply with the contract, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under Section H.5 shall immediately (a) notify the other Party in writing of the existence of the Force Majeure Event, (b) exercise all reasonable efforts necessary to minimize delay and to mitigate or remediate the impacts caused by such Force Majeure Event, (c) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (d) resume performance of its obligations hereunder as soon as practicable thereafter. If the Contractor claims relief pursuant to a Force Majeure Event, the obligation of the Government to make payments to the Contractor on any monthly basis shall be suspended until Contractor resumes performance of its obligations under this contract at which time the Government's payment obligation will be reinstated; provided, however, that the Government shall not be excused from making any payments due with respect to electric generation delivered to the Government prior to the Force Majeure Event performance interruption.

**H.7.3** In no event will any delay or failure of performance caused by Force Majeure extend this contract beyond its stated term. In the event that any delay or failure of performance attributable to a Force Majeure Event continues for an uninterrupted period of one hundred twenty (120) days from its inception (with respect to Force Majeure occurring prior to COD) or three hundred sixty-five (365) days from its inception (with respect to Force Majeure occurring after COD), the Party not claiming Force Majeure may, at any time following the end of such period, terminate this contract in accordance with Section I of this Contract.

### **H.8. Rebates, Incentives and Renewable Energy Credits**

The Contractor shall determine the availability of RECs. The Contractor shall obtain all available RECs to reduce cost to the Government. The Contractor shall be responsible for determining the source, value, and availability of all applicable financial and tax incentives for the Project and shall collaborate with the Government to consider incentive and ownership options. RECs resulting from the renewable Energy generated on-site, or purchased as Replacement RECs, will be transferred to the Government. The Contractor shall provide documentation, a tracking system, and support as needed to enable the Government to obtain such RECs in a timely manner – refer to paragraph G.9.

### **H.9. Integration and Modification**

This Contract, and all Attachments referenced in this Contract represent the entire agreement and understanding of the parties with respect to the matters herein and therein discussed and supersede in their entirety all prior or contemporary oral or written agreements, promises, or understandings.

### **H.10. Severability**

In the event that any provision of the Contract becomes or is declared by a court or other governmental authority of competent jurisdiction to be illegal, unenforceable, or void, at the request of the materially-adverse party, the parties shall promptly enter into good faith negotiations to restore the original balance of benefits and burdens set forth in the Contract. If the parties fail to reach agreement within thirty (30) days after the request to negotiate, the Contractor shall have the right to assert and resolve any dispute pursuant to the Contract Disputes Act of 1978.

### **H.11. One-Time Financing Cost Adjustment**

Contingent upon a change in financing rates with substantiating documentation by the Contractor, immediately prior to the close of financing for the Project by the Contractor, the Contractor and the Government shall modify the Contract price payable by the Government and the Termination Value schedule, Schedule J, Attachment 8, based on the cost impact of the change in financing rates.

### **H.12. Termination for Convenience**

The Government reserves the right to terminate this Contract, without cause, in accordance with FAR 52.249-2, Termination for Convenience of the Government as set forth in full text in Section I. If the Termination for Convenience occurs after the Commercial Operation Date, the Contractor shall be compensated in accordance with the negotiated Termination Values in the Termination Value Schedule as set forth in Section J, Attachment 8. These termination values and other allowable costs incurred as a result of the termination shall be negotiated and reconciled in accordance with FAR 52.241-10 and FAR 52.249-2.

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### **H.13. The Government's Purchase Option upon Expiration or Early Termination of this Contract**

This contract is a "service contract" in compliance with Internal Revenue Code 7701 (e)(3). So long as a Government default shall not have occurred and be continuing, Contractor grants to the Government an option to purchase the REGS as of the Expiration Date or any Early Termination Date (provided such Early Termination Date is at least six (6) after the Commercial Operation Date) [6 YEARS IF USING THE INVESTMENT TAX CREDIT (ITC) FOR A SOLAR PV PROJECT; 11 YEARS IF USING THE PRODUCTION TAX CREDIT (PTC) FOR WIND, BIOMASS, ETC.] for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the REGS less either (i) the amount the Contractor set aside for the restoration of the Premises to the original condition or (ii) the actual cost of restoration of the Premises to the original condition, whichever is greater; or (b) the Early Termination Fee at such time as specified in Attachment 8. Not less than sixty (60) days prior to the Expiration Date or Early Termination Date, as applicable, the Government may provide written notice to Contractor of the Government's intent to exercise its option to purchase the REGS. Upon submission of the notice, the Government shall then have a period of ten (10) days after notification to confirm or retract its decision to exercise the purchase option. In the event the Government confirms its exercise of the purchase option, (i) the Parties will promptly execute all documents necessary to (A) cause title to the REGS to pass to the Government, free and clear of any Liens immediately subsequent to the Expiration Date or the Early Termination Date (as applicable), and (B) assign all warranties for the REGS to the Government, and (ii) the Government will pay the Option Price to Contractor, such payment to be made in accordance with any previous written instructions delivered to the Government for payments under this Agreement. In the event the Government retracts its exercise of, or does not timely confirm, the purchase option, the provisions of this Agreement shall be applicable as if this purchase option were not included in this Agreement.

### **H.14. Rights/Obligations at End of Contract**

Upon the end of the Contract term, the Contractor is responsible for removing the Project infrastructure and restoring the site to its previous condition, including necessary environmental remediation and clean-up. This period of removal and remediation shall commence no later than [DRAFTER SPECIFY NUMBER OF MONTHS] prior to the termination of the contract. If the Government elects to consider Project purchase, the procedures outlined in H.13, above, shall apply.

### **H.15 Solar Easements**

The Government will take reasonable steps as necessary within its control (within the boundaries of [DRAFTER insert Installation name] to prevent other buildings, structures or flora (outside of the Project security fence) from overshadowing or otherwise blocking access of sunlight to the Project. If the Government is negligent in this regard and the Contractor is harmed thereby, such event shall be governed by the Changes clause (FAR 52.243-7).

### **H.16. Title to the Project**

Throughout the duration of the Contract, Contractor shall be the legal and beneficial owner of the Project at all times, the Project shall remain the personal property of the Contractor and shall not attach to or be deemed a part of, or fixture to, the Project Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. U.S. Army Garrison [DRAFTER insert Installation name] is the owner of the Project Site and consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises.

### **H.17. Public Utility Holding Company Act of 2005.**

Contractor represents and warrants on the Effective Date that (a) it has taken all required actions, if any, necessary to comply with the Public Utility Holding Company Act of 2005 (PUHCA), as amended and (b) it is not an electric utility subject to rate regulation by any Governmental Authority.

# RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE

## Part II – Contract Clauses

### Section I - Contract Clauses

[THE APPLICABILITY OF CLAUSES LISTED BY REFERENCE OR BY TEXT MUST BE DETERMINED BY THE KO IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIC TO THIS CONTRACT.]

#### I.1. Clauses, Provisions, and Headings

Clauses and provisions from the Federal Acquisition Regulation (FAR) and its supplements are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text. The headings contained in this Contract, in any exhibit, appendix or attachment hereto, and in the Table of Contents to this Contract are for reference only and in no way define or limit the scope or intent of or shall be used to determine the meaning or interpretation of any provision of this Contract.

#### CLAUSES INCORPORATED BY REFERENCE

42.1204	Applicability of novation agreements	OCT 2010
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure 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	APR 2010
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003

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52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007)	FEB 2008
52.219-14	Limitations On Subcontracting	DEC 1996
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	JUL 2005
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
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	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-3	Buy American Act--Free Trade Agreement--Israeli Trade Act	JUN 2009
52.225-4	Buy American Act--Free Trade Agreement--Israeli Trade Act Certificate	JUN 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-23	Required Use of American Iron, Steel, and Manufactured Goods--Buy American Act--Construction Materials Under Trade Agreements	NOV 2011
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
52.227-13	Patent Rights--Ownership By The Government	DEC 2007

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52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.228-16	Performance and Payment Bonds--Other Than Construction	NOV 2006
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
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
52.241-2	Order of Precedence - Utilities	FEB 1995
52.241-4	Change in Class of Service	FEB 1995
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
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use and Charges	APR 2012
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

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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	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	MAY 2011
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	SEP 2011
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7017	Photovoltaic Devices	MAR 2012
252.225-7018	Photovoltaic Devices--Certificate	NOV 2012
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Tagging, Labeling, and Marketing of Government Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

### CLAUSES INCORPORATED BY FULL TEXT

52.203-14      DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer. (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website. (3) Any required posters may be obtained as follows:



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1. DoD Inspector General Website at <http://www.dodig.osd.mil/hotline/hotline7.htm>
2. DoD Inspector General  
ATTN: Defense Hotline  
400 Army Navy Drive  
Washington, DC 22202-2884
3. Contracting Officer

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--(1) Is for the acquisition of a commercial item; or (2) Is performed entirely outside the United States.

(End of clause)

### 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record. (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them. (3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600. (ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

**[NOTICE TO DRAFTER: the Term of the contract, which includes Construction and the ordering period, must not exceed 30 years].**

(a) The Government may extend the term of this contract by written notice to the Contractor within 180 calendar days before the expiration of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 180 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.



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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, to include the ordering period to award of a task order, if any, including the exercise of any options under this clause, shall not exceed [DRAFTER SPECIFY NUMBER OF YEARS] years.

(End of clause)

### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause--Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority. 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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following: (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract. (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts--(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 221118.

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(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION**  
Employee Class Monetary Wage-Fringe Benefits

[PROVIDE A LIST OF SERVICE CONTRACTING AGENCY EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATE THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH. THE FOLLOWING LIST IS PROVIDED AS AN EXAMPLE.]

<u>EMPLOYEE</u>	<u>CLASS</u>	<u>WAGE</u>
AC Equipment Mechanic	WG-10	\$ *
Architect	GS-11	\$ *
Carpenter	WG-09	\$ 20.71 *
Civil Engineer	GS-12	\$ 33.51 *
Contract Administrator	GS-11	\$ 27.96 *
Electrical Engineer	GS-11	\$ 27.96 *
Electrician	WG-10	\$ 21.70 *
Electronics Mechanic	WG-10	\$ 21.70 *
Electronics Technician	GS-07	\$ 18.89 *
Engineer Draftsman	GS-06	\$ 17.00 *
Fire Protection Engineer	GS-11	\$ 27.96 *
Fuel Distribution Systems Operator	WG-10	\$ 21.70 *
General Engineer	GS-11	\$ 27.96 *
Instrument Mechanic	WG-10	\$ 21.70 *
Laborer	WG-02	\$ 12.98 *
Mason	WG-10	\$ 21.70 *
Mechanical Engineer	GS-11	\$ 27.96 *
Motor Vehicle Operator	WG-05	\$ 16.70 *
Office Automation Clerk	GS-03	\$ 12.14 *
Prod Mech Mechanic	WG-10	\$ 21.70 *
Pipe Fitter	WG-10	\$ 21.70 *
Painter	WG-09	\$ 20.71 *
Program Manager	GS-13	\$ 39.84 *
Project Manager	GS-12	\$ 33.51 *
Project Supervisor	GS-11	\$ 27.96 *
Production Machinist Mechanic	WG-10	\$ 21.70 *
Plumber	WG-09	\$ 20.71 *
Quality Control Inspector	GS-12	\$ 33.51 *
Structural Engineer	GS-11	\$ 27.96 *
Sheet Metal Worker	WG-10	\$ 21.70 *
Safety Engineer	GS-11	\$ 27.96 *
Surveying Technician	GS-06	\$ 17.00 *
Supply Clerk	GS-04	\$ 13.63 *
Secretary	GS-04	\$ 13.63 *
Tech Writer	GS-09	\$ 23.11 *
Welder	WG-10	\$ 21.70 *

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Wages depicted above are for the [DRAFTER SPECIFY CITY, STATE OF YOUR AGENCY] locality area and are calculated for the year [DRAFTER SPECIFY YEAR] in accordance with FAR 22.1016(b).

(End of clause)

### 52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

(a) For the period [DRAFTER DETERMINE] the Contractor agrees to furnish and the Government agrees to purchase [DRAFTER DETERMINE] utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

(b)

### 52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 2% [DRAFTER IS RECOMMENDED TO USE 2% - PLEASE VERIFY] percent slow or fast shall be deemed correct. (2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than [DRAFTER DETERMINE] days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding [DRAFTER DETERMINE] year(s) The Government has the right to have representation during the inspection and test. (2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than [DRAFTER DETERMINE] percent slow or fast. (3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of [DRAFTER DETERMINE] percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in

## RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE

consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than [DRAFTER DETERMINE] hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

### 52.241-10 TERMINATION LIABILITY (FEB 1995)

As prescribed in 41.501(d)(4), insert a clause substantially the same as the following:

(a) If the Government discontinues utility service under this contract before completion of the facilities cost recovery period specified in paragraph (b) of this clause, in consideration of the Contractor furnishing and installing at its expense, the new facility described herein, the Government shall pay termination charges, calculated as set forth in this clause.

(b) Facility cost recovery period. The period of time, not exceeding the term of this contract, during which the net cost of the new facility shall be recovered by the Contractor is [DRAFTER INSERT NEGOTIATED PERIOD OF PERFORMANCE] months.

(c) Net facility cost. The cost of the new facility, less the agreed upon salvage value of such facility, is \$ [DRAFTER INSERT APPROPRIATE DOLLAR AMOUNT].

(d) Monthly facility cost recovery rate. The monthly facility cost recovery rate which the Government shall pay the Contractor whether or not service is received is \$ [DRAFTER DIVIDE THE NET FACILITY COST IN PARAGRAPH (C) OF THIS CLAUSE BY THE FACILITY'S COST RECOVERY PERIOD IN PARAGRAPH (B) OF THIS CLAUSE AND INSERT THE RESULTANT FIGURE].

(e) Termination charges. Termination charges = \$ [DRAFTER MULTIPLY THE REMAINING MONTHS OF THE FACILITY'S COST RECOVERY PERIOD SPECIFIED IN PARAGRAPH (B) OF THIS CLAUSE BY THE MONTHLY FACILITY COST RECOVERY RATE IN PARAGRAPH (D) OF THIS CLAUSE AND INSERT THE RESULTANT FIGURE].

(f) If the Contractor has recovered its capital costs at the time of termination there will be no termination liability charge.

(End of Clause)

### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause: (1) Stop work as specified in the notice. (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract. (3) Terminate all subcontracts to the extent they relate to the work terminated. (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations. (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the

## **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

termination of subcontracts; the approval or ratification will be final for purposes of this clause. (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government. (7) Complete performance of the work not terminated. (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest. (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer [\[CONSULT KO AS TO ALLOWABLE AMOUNTS\]](#) as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of; (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause; (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract

## **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss. (3) The reasonable costs of settlement of the work terminated, including; (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
- (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

End of clause)

52.249-8            DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to - (i) Deliver the supplies or to



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perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause). (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR at <https://www.acquisition.gov/far/>  
DFARS at <http://farsite.hill.af.mil/VFDFARA.HTM>



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(End of clause)

# RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE

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

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

#### ATTACHMENTS

[THE ATTACHMENTS LISTED BELOW ARE NOT MEANT TO BE SPECIFIC OR ALL-INCLUSIVE TO THIS CONTRACT.]

<u>Attachment</u>	<u>Title</u>
1	Description of Site and Points of Connection
2	Description of Project
3	Project Production and Pricing Schedules
4	Out-Grant Agreement
5	Utility Privatization Contract
6	Interconnection Agreement and Associated Electrical Drawings
7	Approved Commissioning Plan
8	Termination Value Schedule
9	Installation Energy Data
	Installation Design Guides and ATRP

# **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

## **Attachment 1**

### **Description of Site and Points of Connection**

# **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

## **Attachment 2**

### **Description of Project**

# RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE

## Attachment 3

### Project Production and Pricing Schedules

Annual Period	Minimum Annual Production (kWh)	Contract Unit Price (\$/kWh)	Minimum Annual Payment (\$)
1			
2			
3			
4			

# **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

**Attachment 4**

**Out-Grant Agreement**

# **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

## **Attachment 5**

### **Utility Privatization Contract**



# **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

## **Attachment 6**

### **Interconnection Agreement and Associated Electrical Drawings**

# **RENEWABLE ENERGY SERVICE AGREEMENT TEMPLATE**

**Attachment 7**

**Approved Commissioning Plan**

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**Attachment 8**

**Termination Value Schedule**

<b>Date</b>	<b>Termination Value</b>
<b>Month 1</b>	<b>\$ _____</b>
<b>Month 2</b>	<b>\$ _____</b>
<b>Month 3</b>	<b>\$ _____</b>
<b>Month 4</b>	<b>\$ _____</b>
<b>Month 5</b>	<b>\$ _____</b>
<b>Month 6</b>	<b>\$ _____</b>
<b>Month 7</b>	<b>\$ _____</b>
<b>Month "n"</b>	<b>\$ _____</b>

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## **Attachment 9**

### **Installation Energy Data**