GSA Public Buildings Service

December 7, 2016

Mr. Steve Laker
Chief Operating Officer
Agera Energy LLC
555 Pleasantville Rd S 107
Briarcliff Manor, NY 10510

RE: Award of Contract No. GS-00-P-17-PD-D-0029 for electric power supply to the Pricing Groups 2, 3 and 8 for Massachusetts accounts

Dear Mr. Laker:

We are pleased to inform you that Agera Energy LLC (Agera) has offered the lowest price for the accounts included in Pricing Groups 2, 3 and 8 included in Solicitation No. GS-00P-17-BSD-1231 for a term of forty-eight (48) months. As such, GSA is pleased to award Contract No. GS-00-P-17-PD-D-0029 to Agera at your offered prices for Pricing Groups 2, 3 and 8. For Groups 2 and 8, Capacity, RPS, Winter Reliability and FERC Order 745 charges will be treated as pass-through pricing elements per the contract terms. Pricing Group 3 however fixes all pricing elements for the contract term.

Contract Pricing($/kWh)	On Peak	Off Peak	Supply Service Fee
Pricing Group 2 (MA)	$0.05505	$0.03836	$0.00150
Pricing Group 8 (MA)	$0.054861	$0.03850	$0.00320
Pricing Group 3 (MA)	$0.08820/kWh (full firm fixed price)		

Your Pricing Group 2 and 8 offered prices also contains a 20% renewable power content which will be Green-e certified RECs. There is no renewable power content for Pricing Group 3. The contract start date is the March 2017 meter read date (MRD) for all accounts. We estimate that the annual contract volume will be 227,999 MWhs and the total contract volume will be approximately 991,995 MWhs. The contract also has a six (6) month extension period available. Bills for electric supply will be separately rendered by Agera. A meeting between Agera and the agencies included in the buy will be scheduled in the near future to facilitate delivery order placement and billing.

We look forward to working with Agera on this contract. Should you have any questions, feel free to contact me on (202) 329-1826 or at ken.shutika@gsa.gov.

(b) (6)
[redacted]

GSA, Energy Division (PMAA)

Attachment

U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405-0002
www.gsa.gov

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.				PAGE 1 OF 42
2. CONTRACT NO. GS-00-P-17-PD-D-0039	3. AWARD/EFFECTIVE DATE 12/7/16	4. ORDER NO.	5. SOLICITATION NO. GS-00P-17-BSD-1231	6. SOLICITATION ISSUE DATE 10/20/16
7. FOR SOLICITATION INFORMATION CALL ▶	a. NAME Kenneth M. Shutika		b. TELEPHONE NO. (No collect calls) (202) 329-1826	8. OFFER DUE DATE/LOCAL TIME 11/08/16

9. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039
Washington, DC 20405

10. THIS ACQUISITION IS
☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ SMALL DISADV. BUSINESS
☐ 8(A)
SIC 4911
SIZE STD 750 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE
See Block 9 Address

16. ADMINISTERED BY CODE
See Block 9

17a. CONTRACTOR/OFFEROR CODE 7KE85 FACILITY CODE
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

18a. PAYMENT WILL BE MADE BY CODE
Individual Agencies

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	See SUBMISSION REQUIREMENTS - PRICING SECTION C.1 Pricing Group 2 - MA Pricing Group 3 - MA Pricing Group 8 - MA TOTAL (Attach Additional Sheets as Necessary)	See Exhibit 1	kWh	- see attached award letter	

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only) TBD

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. ☐ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☒ AWARD OF CONTRACT: REFERENCE Your OFFER DATED 12/7/16. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b) (6) [redacted]

(b) (6) [redacted]

Kenneth M. Shutka 12/7/16

30a. SIGNATURE OF OFFEROR/CONTRACTOR

30b. NAME AND TITLE OF SIGNER (Type or Print)

30c. DATE

31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

33. SHIP NUMBER ☐ PARTIAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10/27/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039/Washington, DC 20405

7. ADMINISTERED BY *(If other than Item 6)* CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR *(No. Street, county, State and ZIP: Code)*
Agera Energy LLC
555 Pleasantville RD S 107 Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-17-BSD-1231

9B. DATED *(SEE ITEM 11)* 10/20/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)* The Exhibit 1 has been updated to provide additional information. All other terms and conditions of the solicitation remain the same including the due date and time for pricing.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Steve Laker COO	Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted] ATE SIGNED 3/16	(b) (6) [redacted] C. DATE SIGNED 12/7/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM [illegible]
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FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 11/09/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-17-BSD-1231

9B. DATED (SEE ITEM 11) 10/20/16

10A. MODIFICATION OF CONTRACT/ORDER NO

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) An updated version of Exhibit 1, GSA R1 Exhibit 1 GS-00P-17-BSD-1231 Amend2, has been posted and provides additional information including new accounts. All other terms and conditions of the solicitation remain the same including the due date and time for pricing.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Jeremey Schupp CEO	Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
C. DATE SIGNED 1/18/16	16C. DATE SIGNED 12/7/16

NSN 7540-01-152-8070
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0003	11/10/2016		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

Agera Energy LLC
555 Pleasantville RD S 107

Briarcliff Manor NY 10510

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
GS-00P-17-BSD-1231

9B. DATED (SEE ITEM 11)
10/20/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The solicitation is amended to change the due date for pricing in Section C.3 and in Note 8 to pricing in Section C.2 from November 16, 2016 to November 30, 2016. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Jeremy Schupp CEO	Kenneth M. Shutika Energy Management Officer
15B. CONTRACTOR/OFFEROR (b) (6) [redacted]	15C. DATE SIGNED 11/18/16
(b) (6) [redacted]	16C. DATE SIGNED 12/7/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO 0003	3. EFFECTIVE DATE 11/22/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE GSA, Energy Division (PMAA) 1800 F Street, NW, Room 3039/Washington, DC 20405		7. ADMINISTERED BY (If other than Item 6) CODE See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Agera Energy LLC 555 Pleasantville RD S 107 Briarcliff Manor NY 10510	(4)	9A. AMENDMENT OF SOLICITATION NO GS-00P-17-BSD-1231
	X	9B. DATED (SEE ITEM 11) 10/20/16
		10A. MODIFICATION OF CONTRACT/ORDER NO.
CODE 7ke85 FACILITY CODE		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The solicitation is amended to change the due date for pricing in Section C.3 and in Note 8 to pricing in Section C.2 from November 16, 2016 to December 7, 2016 and to note that an updated Exhibit 1 has been posted that includes additional data and information. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print) Steve Laker COO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kenneth M. Shutika
(b) (6) [redacted] C. DATE SIGNED 11/22/16	(b) (6) [redacted] C. DATE SIGNED 12/7/16
PREVIOUS EDITION UNUSABLE	STANDARD FOR Computer Generated Prescribed by GSA

FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
0005	11/30/2016		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

AGERA ENERGY
555 PLEASANTVILLE RD S 107
BRIARCLIFF MANOR NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO
GS-00P-17-BSD-1231

9B. DATED (SEE ITEM 11)
10/20/16

10A. MODIFICATION OF CONTRACT/ORDER NO

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The solicitation is amended to change the guidance in Notes and Instructions to Pricing in Section C. 2. for Notes 9, 11 and 12 regarding RPS, FERC Order 745 and New England's Winter Reliability Program. Save for Pricing Group 3 (fixed priced, consolidated billing), these items will be pass-through items during the term of the contract. Language in paragraph (4) of Block and Index Pricing is amended to reflect this as well. In addition, due to significant behind the meter projects planned, the Hanscom AFB accounts have been removed from Pricing Group 2 and now comprise Pricing Group 8. The contract term for Pricing Group 8 will be 48 months, but blocks for Pricing Group 8 will only be purchased for 2 years. Finally, the load has been updated on Exhibit 1 (see the Notes tab) particularly for Pricing Groups 1 and 6 reflecting projects planned for those facilities. Block sizes have been adjusted accordingly. The solicitation has also been updated to reflect the December 7 pricing date. An updated solicitation document is being provided to all offerors. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Steve Laker, COO	Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
15C. DATE SIGNED 12/1/16	C. DATE SIGNED 12/7/16

STANDARD FO[redacted]

PREVIOUS EDITION UNUSABLE Computer Generated Prescribed by GSA

FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 12/05/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039/Washington, DC 20405

7. ADMINISTERED BY *(If other than Item 6)* CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR *(No. Street, county, State and ZIP: Code)*
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE 7ke85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-17-BSD-1231

9B. DATED *(SEE ITEM 11)* 10/20/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

All twenty-seven Natick accounts in Pricing Group 3 have been taken out of the December 7, 2016 pricing event. In addition, the block sizes for Pricing Group 6 have been increased. GSA R1 Exhibit 1_GS-00P-17-BSD-1231 Amen6- With Block Sizes has been updated to reflect this change and is attached. Only Pricing Groups 3 and 6 have changed. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER *(Type or print)* Steve Laker COO	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
C. DATE SIGNED 6/2016	C. DATE SIGNED 12/7/16

Pricing Group	Pricing Product	Start Date (Fir:	State	Utility	Agency	Business Name	Utility Account #	Values Sum of Annual kWh
2	Block & Index	Mar-17	MA	National Grid	GSA	Andover IRS - MA0137ZZ	5178515024	7,484,850
						Donohue Federal Building -MA0113ZZ	1522361012	868,400
						SSA Fall River MA0135ZZ	1391261001	79,409
						SSA Haverhill MA0138ZZ	7835517002	76,224
					NPS	Lowell National Park	1553516001	14,596
							2796872003	9,066
							2796877008	68,800
							5307243004	42,650
							6534789007	45,425
							6536127005	12,043
							7780889006	143,520
							7913905000	15,309
							9011984007	112,160
							9027940002	23,473
							0320217007	24,315
						Lowell National Park - Boott Mill	7764635017	1,041,000
					VA	Brockton Campus	6285452017	14,590,800
						Northampton VA Medical Center	7548563012	6,923,700
				NStar	DOT	Volpe Transportation Center -Acct2	11500640021	7,519,200
					GSA	FB Hastings Keith MA0158ZZ	12226900038	386,640
						FC Murphy Records Ctr - MA0136ZZ	28094630010	723,952
						J.F. Williams Coast Guard Bldg. - MA0011ZZ	25717571001	1,332,760
						JFK FB - MA0131ZZ	25963461006	11,322,080
						McCormack POCH - MA0013ZZ	28367830024	960
							28369510038	5,008,440
						Moakley CH - MA0050ZZ-1000	25718731000	3,348,524
						Moakley CH - MA0050ZZ-1001	25718721001	4,107,884
						Moakley CH - MA0050ZZ-1002	25718711002	2,451,840
						Moakley CH - MA0050ZZ-1004	25717131004	2,336,727
						Moakley CH - MA0050ZZ-1005	25717121005	2,119,156
						New Bedford Custom House MA0076ZZ	12224940010	21,924
						O'Neill FB - MA0153ZZ	25964581000	141,440
							25964591009	6,380,400
					NARA	JFK Library	26280711008	4,942,710
					NPS	Boston National Hist Pk, Charlestown Navy Yard	26450521005	901,260
						NPS, 15 State St. - Acct1	25714801005	532,280
					USCG	Base_453 COMMERCIAL BOS	25766831009	5,204,640
							25766841008	2,928,210
					USDA	711 WASH BOS	26381461008	6,876,880
					VA	ENR VA Hospital - Bedford	26575561001	14,446,800
						Jamaica Plain Campus	26029951006	17,332,320
							28236200011	479,800
						West Roxbury Campus	26045601007	18,500,160
				Unitil	GSA	Philbin FB MA0129ZZ	31352413000108	872,400
				WMECO	GSA	Conte FB MA0180ZZ	54264691049	357,360
						Springfield Court House - MA0051ZZ	54208434027	1,782,000
2 Total								153,934,487

PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	16.5	320,000	5,280,000
Feb	16.5	336,000	5,544,000
Jul	21.5	320,000	6,880,000
Aug	21.5	368,000	7,912,000
Dec	16.5	352,000	5,808,000

OFF-PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	12.5	424,000	5,300,000
Feb	12.5	360,000	4,500,000
Jul	15.5	424,000	6,572,000
Aug	16.5	376,000	6,204,000
Dec	12	392,000	4,704,000

BLOCK & INDEX ALLOCATIONS

Pricing Group	Utility	Agency Name	Business Name	Account Number	Account kWh	Account %	January		February		July		August		December	
							Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak
2	National Grid	General Services Admin.	Donohue Federal Building -MA0113ZZ	1522361012	868,400	0.56%	29,706	29,899	31,276	25,386	38,813	37,075	44,634	34,999	32,765	26,537
2	National Grid	National Park Service	Lowell National Park - Boott Mill	7764635017	1,041,000	0.68%	35,707	35,842	37,492	30,432	46,527	44,444	53,506	41,95	39,277	31,811
2	National Grid	Veterans Administration	Brockton Campus	6285452017	14,590,800	9.48%	486,456	488,298	510,779	414,593	633,867	605,490	728,947	571,586	535,10	433,388
2	National Grid	Veterans Administration	Northampton VA Medical Center	7548563012	6,923,700	4.50%	224,186	225,035	235,395	191,068	292,121	279,043	335,939	263,418	246,604	199,729
2	National Grid	Internal Revenue Service	Andover IRS - MA0137ZZ	5178515024	7,484,850	4.86%	256,733	252,705	269,569	218,806	334,530	319,554	384,210	301,661	282,406	228,725
2	National Grid	National Park Service	Lowell National Park	0320217007	24,315	0.02%	834	837	87	71	1,087	1,038	1,250	980	917	743
2	National Grid	National Park Service	Lowell National Park	1553516001	14,596	0.01%	501	503	526	427	652	623	750	588	551	446
2	National Grid	National Park Service	Lowell National Park	2796872003	9,066	0.01%	311	312	327	265	405	387	466	365	342	277
2	National Grid	National Park Service	Lowell National Park	2796877008	68,800	0.04%	2,360	2,369	2,478	2,011	3,075	2,937	3,536	2,773	2,596	2,102
2	National Grid	National Park Service	Lowell National Park	5307243004	42,650	0.03%	1,463	1,468	1,536	1,247	1,906	1,821	2,192	1,719	1,609	1,303
2	National Grid	National Park Service	Lowell National Park	6534789007	45,425	0.03%	1,558	1,564	1,636	1,328	2,030	1,939	2,335	1,831	1,714	1,388
2	National Grid	National Park Service	Lowell National Park	6536127005	12,043	0.01%	413	415	434	352	538	514	619	485	454	368
2	National Grid	National Park Service	Lowell National Park	7780889006	143,520	0.09%	4,923	4,941	5,169	4,196	6,415	6,127	7,372	5,784	5,415	4,386
2	National Grid	National Park Service	Lowell National Park	7913905000	15,309	0.01%	525	527	551	448	684	654	787	617	578	468
2	National Grid	National Park Service	Lowell National Park	9011984007	112,160	0.07%	3,847	3,862	4,039	3,279	5,013	4,789	5,765	4,520	4,232	3,427
2	National Grid	National Park Service	Lowell National Park	9027940002	23,473	0.02%	805	808	845	686	1,049	1,002	1,206	946	886	717
2	National Grid	SSA Haverhill	SSA Haverhill	7835517002	76,224	0.05%	2,615	2,624	2,745	2,228	3,407	3,254	3,918	3,072	2,876	2,329
2	National Grid	SSA Fall River	SSA Fall River	1391261001	79,409	0.05%	2,724	2,734	2,860	2,321	3,549	3,390	4,082	3,200	2,996	2,427
2	NStar	Dept. of Transportation	Volpe Transportation Center -Acct2	11500640021	7,519,200	4.88%	257,911	258,888	270,806	219,810	336,066	321,021	386,476	303,045	283,702	229,775
2	NStar	General Services Admin.	McCormack POCH - MA0013ZZ	28369510038	5,008,440	3.25%	171,791	172,442	180,381	146,413	223,849	213,828	257,426	201,854	188,920	153,050
2	NStar	General Services Admin.	McCormack POCH - MA0013ZZ	28367830024	960	0.00%	33	33	35	28	43	41	49	39	36	29
2	NStar	General Services Admin.	FB Hastings Keith MA0158ZZ	12226900038	386,640	0.25%	13,262	13,312	13,925	11,303	17,281	16,507	19,873	15,583	14,588	11,815
2	NStar	National Archives & Rec.	JFK Library	26280711008	4,942,710	3.21%	169,536	170,179	178,013	144,491	220,911	211,022	254,048	199,205	186,490	151,042
2	NStar	National Park Service	Boston National Hist Pk, Charlestown Navy Yard	26450521005	901,260	0.59%	30,913	31,031	32,459	26,342	40,281	38,478	46,323	36,323	34,005	27,54
2	NStar	National Park Service	NPS, 15 State St. - Acct1	25714801005	532,280	0.35%	18,257	18,327	19,170	15,560	23,790	22,725	27,358	21,492	20,083	16,266
2	NStar	US Coast Guard	Base_453 COMMERCIAL BOS	25766841008	2,928,210	1.90%	100,438	100,819	105,460	85,601	130,874	125,015	150,506	118,015	110,482	89,482
2	NStar	US Coast Guard	Base_453 COMMERCIAL BOS	25766831009	5,204,640	3.38%	178,521	179,197	187,447	152,148	232,618	222,204	267,511	209,762	196,373	159,046
2	*NStar*	*US Dept. of Agriculture*	*711 WASH BOS*	*26381461008*	*6,876,880*	*4.47%*	*168,162*	*160,769*	*168,170*	*136,502*	*208,696*	*199,353*	*240,000*	*188,190*	*176,178*	*142,690*
2	NStar	Veterans Administration	West Roxbury Campus	26045601007	18,500,160	12.02%	634,561	636,965	666,289	540,819	826,852	789,836	950,880	745,609	698,017	565,336
2	NStar	Veterans Administration	Jamaica Plain Campus	26029951006	17,332,320	11.26%	579,047	581,240	607,999	493,506	754,515	720,738	867,693	680,380	636,951	515,878
2	NStar	Veterans Administration	ENR VA Hospital - Bedford	26575561001	14,446,800	9.39%	495,530	497,407	520,306	422,326	645,690	616,784	742,544	582,247	545,083	441,472
2	NStar	Veterans Administration	Jamaica Plain Campus	28236200011	479,800	0.31%	16,457	16,520	17,280	14,026	21,444	20,484	24,661	19,337	18,103	14,662
2	NStar	General Services Admin.	J.F. Williams Coast Guard Bldg. - MA0011ZZ	25717571001	1,332,760	0.87%	45,714	45,887	48,000	38,961	59,567	56,900	68,502	53,714	50,285	40,727
2	NStar	General Services Admin.	JFK FB - MA0131ZZ	25963461006	11,322,080	7.36%	388,351	389,822	407,768	330,981	506,033	483,379	581,938	456,312	427,186	345,985
2	NStar	General Services Admin.	O'Neill FB - MA0153ZZ	25964591009	6,380,400	4.14%	218,850	219,679	229,792	186,520	285,168	272,402	327,943	257,148	240,735	194,975
2	NStar	General Services Admin.	O'Neill FB - MA0153ZZ	25964581000	141,440	0.09%	4,851	4,870	5,094	4,135	6,322	6,039	7,270	5,700	5,337	4,322
2	NStar	General Services Admin.	New Bedford Custom House MA0076ZZ	12224940010	21,924	0.01%	752	755	790	641	980	936	1,127	884	827	670
2	Unitil	General Services Admin.	Philbin FB MA0129ZZ	31352413000108	872,400	0.57%	29,924	30,037	31,420	25,503	38,991	37,246	44,840	35,160	32,916	26,659
2	WMECO	General Services Admin.	Springfield Court House - MA0051ZZ	54208434027	1,782,000	1.16%	61,123	61,355	64,179	52,094	79,645	76,080	91,592	71,820	67,235	54,455
2	WMECO	General Services Admin.	Conte FB MA0180ZZ	54264691049	357,360	0.23%	12,258	12,304	12,870	10,447	15,972	15,257	18,368	14,403	13,483	10,920
2	NStar	General Services Admin.	FC Murphy Records Ctr - MA0136ZZ	28094630010	723,952	0.47%	24,832	24,926	26,073	21,163	32,357	30,908	37,210	29,172	27,315	22,123
2	NStar	General Services Admin.	Moakley CH - MA0050ZZ-1000	25718731000	3,348,524	2.18%	114,855	115,290	120,598	97,888	149,660	142,960	172,109	134,955	126,341	102,326
2	NStar	General Services Admin.	Moakley CH - MA0050ZZ-1001	25718721001	4,107,884	2.67%	140,902	141,435	147,947	120,087	183,599	175,380	211,139	165,559	154,992	125,531
2	NStar	General Services Admin.	Moakley CH - MA0050ZZ-1002	25718711002	2,451,840	1.59%	84,099	84,417	88,304	71,675	109,583	104,678	126,021	98,816	92,509	74,924
2	NStar	General Services Admin.	Moakley CH - MA0050ZZ-1004	25717131004	2,336,727	1.52%	80,150	80,454	84,158	68,310	104,438	99,763	120,104	94,177	88,166	71,407
2	NStar	General Services Admin.	Moakley CH - MA0050ZZ-1005	25717121005	2,119,156	1.38%	72,688	72,963	76,322	61,950	94,714	90,474	108,921	85,408	79,936	64,758
					153,934,487	100.00%	5,161,513	5,181,065	5,419,589	4,399,017	6,725,608	6,424,520	7,734,450	6,064,778	5,677,665	4,598,439

*These accounts are forecasting a reduction due to ESPC projects - therefore, the block amounts for these accounts have been reduced. This is why the total monthly block sizes for all accounts do not quite add up to the Block Chart above.

- Brockton Campus = 2.8% reduction
- USDA = 32.1% reduction
- Northampton = 5.6% reduction
- Jamaica Plain = 2.6% reduction

Pricing Group	Pricing Product	Start Date (Fir:	State	Utility	Agency	Business Name	Utility Account #	Values Sum of Annual kWh
3	Fixed Price	Mar-17	MA	NGRID - Mass Electri	Army	Ft. Devens	383963004	1,609,300
3 Total								**1,609,300**

Pricing Group	Pricing Product	Start Date (Fir:	State	Utility	Agency	Business Name	Utility Account #	Values Sum of Annual kWh
8	Block & Index	Mar-17	MA	National Grid	USAF	Hanscom AFB	2799528002	120,000
							5291168007	1,908
				NStar	USAF	ACCESS RD	25606101001	56,272,960
						Hanscom	25606121009	14,770,300
							26638011002	1,074,850
						Hanscom AFB	13475730019	215,040
8 Total								**72,455,058**

PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	6.6	320,000	2,112,000
Feb	6.4	336,000	2,150,400
Jul	8.4	320,000	2,688,000
Aug	8.4	368,000	3,091,200
Dec	6.4	352,000	2,252,800

OFF-PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	5	424,000	2,120,000
Feb	5	360,000	1,800,000
Jul	5.9	424,000	2,501,600
Aug	6	376,000	2,256,000
Dec	4.8	392,000	1,881,600

BLOCK & INDEX ALLOCATIONS

Pricing Group	Utility	Agency	Agency Name	Business Name	Account Number	Account kWh	Account %	January		February		July		August		December	
								Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak
B	National Grid	USAF	S. Hamilton	Hanscom AFB	2799528002	120,000	0.17%	3,490	3,511	3,561	2,981	4,452	4,143	5,120	3,736	3,731	3,116
B	National Grid	USAF	Hamilton	Hanscom AFB	5291168007	1,908	0.00%	56	56	57	47	71	66	81	59	59	50
B	NStar	USAF	USAF Hanscom	Hanscom	25606121009	14,770,300	20.39%	430,541	432,172	438,369	366,938	547,961	509,963	630,155	459,896	459,244	383,573
B	NStar	USAF	USAF Hanscom	Hanscom	26638011002	1,074,850	1.48%	31,331	31,450	31,901	26,702	39,876	37,111	45,857	33,467	33,420	27,913
B	NStar	USAF	USAF Hanscom	Hanscom AFB	13475730019	215,040	0.30%	6,268	6,292	6,382	5,342	7,978	7,425	9,174	6,696	6,686	5,584
B	NStar	USAF	USAF Hanscom	ACCESS RD	25606101001	56,272,960	77.67%	1,640,306	1,646,520	1,670,130	1,397,988	2,087,663	1,942,893	2,400,812	1,752,145	1,749,660	1,461,364
						72,455,058	100.00%	2,112,000	2,120,000	2,150,400	1,800,000	2,688,000	2,501,600	3,091,200	2,256,000	2,252,800	1,881,600

Please note that while the Hanscom accounts will be signing a 4-year contract, the Block portion should only apply to the first 2 years of the contract. Please block the above amounts, per account, for Jul / Aug / Dec - 2017; Jan / Feb / Jul / Aug / Dec - 2018; and Jan / Feb - 2019.

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NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA: ELECTRONIC MAIL AT ken.shutika@gsa.gov

SECTION A: SCOPE OF WORK

A.1 GENERAL

The General Services Administration (GSA or Government) is requesting proposals for the supply of all electricity supply commodity components up to the delivery point including energy, forward capacity charges, operating reserves, congestion charges, Locational Marginal Pricing (LMP) adjustments, day-ahead and real-time reliability must run operating reserve charges (Daily RMR Costs) ancillary services, scheduling, renewable portfolio standard (RPS) requirements for all accounts and including the RPS Solar Carve Out requirements, FERC Order 745 costs, Winter Reliability Program costs, balancing, line losses, network firm transmission, and any other services obligated to serve the customer's load for the firm supply of electricity to a number of federal facilities located in the states of Connecticut, Maine, Massachusetts, New Hampshire and Rhode Island. The successful offeror (i.e. Contractor) will supply the full requirements of such electricity for a term of forty-eight (48) full monthly billing cycles for accounts included in this contract. The Government has placed its requirements into eight (8) pricing groups. The start dates for deliveries will vary and range from the billing cycle that begins with the applicable utilities' March 2017 meter read date unless noted on Exhibit 1. Any projected changes in anticipated loads will be reflected in Exhibit 1.

All quantities required to be supplied to facilities included in this contract shall be considered firm requirements ("firm" means electric supply that will not be interrupted unless such interruption is due to a Force Majeure as defined in Section B) for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all actual, direct penalties assessed to facilities for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the Local Distribution Utility (LDU) at the Delivery Point for the accounts specified in Exhibit 1. The Government has organized its requirements for this solicitation in an Exhibit as described below.

Exhibit 1 consists of Excel spread sheets that specify the accounts included in this contract and provides aggregate totals. For each account, the following information is provided if available:

(a) LDU rate schedule;
(b) LDU account number;
(c) Agency/account holder;
(d) General Service Location;
(e) LDU;
(f) Monthly consumption (kWh);
(g) Registered monthly on-peak demand (KW) per LDU tariff definition;
(h) Registered monthly maximum demand (KW) per LDU tariff definition;
(i) Monthly on-peak KWH per LDU tariff definition;
(j) Monthly interm KWH per LDU tariff definition;
(k) Monthly off-peak KWH per LDU tariff definition;
(l) Monthly billing days;
(m) Monthly load factor;
(n) Range of meter read dates throughout the year;
(o) Whether hourly interval data is provided for the account (information on separate spread sheets).

A.2 DELIVERY POINT

The Delivery Point for such electricity shall be that point on the electric system at which the LDU takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities identified in Exhibit 1 of this contract. The Delivery Point shall be where the facility takes title to the electricity.

A.3 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the LDU and the interstate/intrastate transmission companies.

A.4 CREDIT FOR DEFAULT SUPPLY SERVICE

If at any time (unless under a condition of Force Majeure) an account covered by this contract is forced to accept default supply service from the LDU serving in its capacity as the utility supplier of last resort solely as a result of action/inaction by the Contractor, the Contractor shall be responsible for payment of the additional supply costs, if any, incurred.

A.5 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor prior to the Delivery Point and shall pass to the Government at and after the Delivery Point specified for each facility.

A.6 PROTECTION OF CONTRACT INFORMATION

The Government will take the necessary and usual steps to maintain the confidentiality of information submitted by offerors prior to award of the contract. The Contractor is advised that the Government will make all contract prices publicly available for the full contract period.

A.7 PAYMENT AND BILLING

For the purposes of this contract, the Contractor must utilize single billing through the LDU (consolidated billing) for Pricing Group 3 . The Government will pay the Contractor through monthly utility bills rendered by the LDU for this Pricing Group. It shall be the Contractor's responsibility to ensure that proper reimbursement for electricity delivered to the Delivery Point is obtained from the LDU in accordance with applicable procedures of the appropriate regulatory bodies.

For the purposes of this contract, the Contractor must utilize dual billing for Pricing Groups 1, 2, 4, 5, 6, 7 and 8. The Government shall pay the Contractor through monthly bills rendered by the Contractor for each account included in this contract. The Contractor shall use the LDU's meters, meter readings, and billing cycles for the computation of bills. The Contractor must establish its own account number for the Government account and provide the corresponding LDU account number on each monthly bill. The Contractor's bill shall encompass ALL applicable charges for the electricity delivered under this contract (i.e. generation, transmission, and ancillary services, etc.) delivered to the Delivery Point in accordance with the Contract terms and conditions. Payment shall be made in accordance with FAR 32.9 (Prompt Payment), see incorporated clause 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), the incorporated clause 52.232-33 shall apply. Prior to the initiation of service under this contract, the Government account holders will provide the Contractor with all necessary billing information required for the processing of bills. Billing for VA accounts will also comply with Clause 852.232-72.

It shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing. The Contractor shall ensure that the data that is normally provided to full service customers appears on the bill. Such information shall include current billing period usage (kWh), current billing period capacity and transmission charges for large accounts, capacity and transmission obligation demand figures and monthly demand amounts for large accounts, current billing period charges, previous billing period balance, and previous billing period payment.

A.8 ANTI-DEFICIENCY

In accordance with the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)), nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of the contract or to involve the Government in an obligation for the future expenditure of moneys before an appropriation is made.

A.9 AUTHORIZED USERS

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in GSA Order ADM 4800.2E (as updated) are eligible to use this contract.

A.10 ADDING AND DELETING FACILITIES TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities eligible to compete their electric requirements but not included in Exhibit 1 may request to satisfy their competitive electric requirements by use of this contract. In that event, the Government shall provide the Contractor with the facility's electric requirement and the two parties shall mutually agree as to whether to extend the full terms and conditions of this contract to such facility. Adding a facility(ies) shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award.

It is possible that certain authorized facilities included in Exhibit 1 may seek to be removed from the contract prior to the contract's termination date. In that event, the government shall provide the Contractor with a written notice 45 business days before the deletion. Deleting facilities shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award. When accounts are deleted, the methodology provided in Section A.14 shall be used to calculate early termination charges, if any. The provisions of this paragraph shall not apply to accounts with early end dates noted in Exhibit 1 at the time of contract award.

A.11 EXTENSION PROVISIONS

(a) The Government may request extension of performance, one or more times, in accordance with the existing contract terms and conditions, so long as the total additional performance period does not exceed six (6) months. If the Contractor declines to extend at the existing prices, the Government may propose a new firm fixed price for the extension. Extension of Firm Fixed Prices must be accompanied by the agreement of all parties (bilateral modification). Failure to agree will result in the expiration of the contract at the end of the current performance period.

(b) Notice of request for bilateral extension will be furnished to the Contractor not later than 45 days prior to the expiration of the contract or any extension thereof. However, nothing precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice prior to the 45 days.

(c) Notice of request for bilateral extension of this contract shall be considered to have been accomplished at the time the Government deposits written notification in the mail or provides such notification by facsimile transmission.

A.12 RENEWABLE POWER FOR FACILITIES IN THIS CONTRACT

The power content for Pricing Groups one (1), two (2), four (4), five (5), six (6) seven (7) and eight (8) shall contain delivered renewable power or renewable energy certificates (RECs) equivalent to twenty (20) percent of the total usage required by the accounts as specified in Section C.2 and on Exhibit 1 of the contract. The renewable power/REC content requirements are in addition to any renewable power required to comply with the applicable state renewable portfolio standard (RPS) requirements during the term of any resultant contract(s). There are no geographic restrictions related to the RECs provided to meet this requirement. The renewable power that the offeror provides must come from renewable resources that have been placed in service within 10 years prior to the start of the Government's fiscal year for each year of the contract. For the contract's first year, resources will need to have been placed in service on or after October 1, 2006.

<u>Annual Renewable Report</u>

To verify compliance, the Government requires Contractors to provide an annual report verified and certified by an independent third party auditor. The annual reporting period shall be October 1 through September 30. The annual report shall contain the following elements:

(a) An affidavit attesting to the product content for the annual reporting period that:

(1) Indicates the source of new renewable power, zip code of the source and the EGRID subregion for the new source; and

(2) Indicates the source of non-new renewable power, zip code of the source and the EGRID subregion for the source.

(b) An affidavit indicating that:

(1) The offeror has not sold the renewable power more than once (as either a renewable power product or as an REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measures are taken to ensure that suppliers also do not sell renewable power more than once;

(2) All environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power generator is otherwise entitled convey to the purchaser (i.e. Government);

(3) The offeror has not sold any emission allowances/credits, or other environmental attributes which are specifically owned by or to which the renewable power generator is otherwise entitled to convey associated with renewable power; and

(4) The renewable power that is used to fulfill the requirements of this solicitation is also not being used to meet any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The Annual Report shall be submitted to both the CO and COR at the addresses specified in Section A.17 no later October 31 each year and shall contain Attachments 1 and 2. The independent third party auditor shall be submitted in the Contractor's proposal and approved by the Government at the time of contract award. The following are examples of third party verification that the Government considers acceptable: Environmental Resources Trust; Green-e; Independent Auditors Report; TerraChoice; and State/Regional Verification Methods Approved by a State Governmental Entity/Public Utilities Commission/Regional Power Pool (i.e. Texas REC system administered by ERCOT, the PJM Generation Attribute Tracking System of the PJM Environmental Information Services, Inc., or the New England Power Pool (NEPOOL) Generation Information System (GIS). The Government will also consider for approval other third party verification methods/entities.

Renewable Power Vintage: To qualify as eligible renewable power (delivered renewable power or renewable power certificates) under this contract, the renewable power must be generated during the Government's applicable fiscal year calendar which is October 1 through September 30 for each year of the contract and the six (6) months immediately preceding that time period and the three (3) months immediately following that time period (e.g. April 1, 2016 through December 31, 2017).

Definition of Renewable Energy

For the purposes of this contract and this Section A.12, renewable energy shall have the definition as specified by the Energy Policy Act of 2005. Accordingly, "renewable energy" means electric energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additional new capacity at an existing hydroelectric project. Under the Energy Policy Act of 2005 and this contract, the term "biomass" shall have the definition listed below.

Biomass - the term 'biomass' means any lignin waste material that is segregated from other waste materials and is determined to be non-hazardous by the Administrator of the Environmental Protection Agency and any solid, non-hazardous cellulosic material that is derived from:

- any of the following forest-related resources: mill residues, precommercial thinnings, slash, and brush, or nonmerchantable material;
- solid wood waste materials, including waste pallets, crates, dunnage, manufacturing and construction wood wastes (other than pressure-treated, chemically-treated, or painted wood wastes), and landscape or right-of-way tree trimmings, but not including municipal solid waste

(garbage), gas derived from the bio-degradation of solid waste, or paper that is commonly recycled

- agricultural wastes, including orchard tree crops, vineyard, grain, legumes, sugar, and other crop by-products or residues, and livestock waste nutrients; or
- a plant that is grown exclusively as a fuel for the production of electricity.

"Renewable energy certificates" (RECs) are unique certificates that represent all of the environmental attributes or benefits of a specific quantity of renewable generation. RECs are created when a renewable energy facility generates electricity. The terms Renewable Energy Credits, Tradable Renewable Certificates, renewable power or Green Tags, are equivalent terms.

In addition, to meet Federal environmental goals and policies, facilities included in the contract may choose to purchase additional amounts of renewable energy to meet applicable Federal environmental goals and policies via bilateral modification to this contract. Terms and conditions that apply to such purchases will be addressed through a bilateral modification.

A.13 LOAD CHANGES DURING THE TERM OF THE CONTRACT

As indicated in Section A.1 and in the Notes portion of Section C.2, this contract is for the full requirements of each account at the Delivery Point. The full requirements are expressed on Exhibit 1 of the solicitation. The Government does not estimate that its aggregate load will change in a significant manner throughout the term of this contract unless noted on Exhibit 1. The Government considers an annual change in the aggregate kWh consumption in excess of fifteen percent (15%) to be significant. The historical volumes are given in Exhibit 1 and these volumes will be used in determining annual changes. In the event of a significant change in contract load, the Government agrees, if requested by the Contractor, to negotiate in good faith to equitably adjust contract pricing so that the Contractor is made whole for any incremental costs associated with such load change beyond the fifteen percent (15%) measurement threshold. Any proposed adjustments to contract pricing must compare the contract price with the market price at the time of usage deviation to arrive at an adjustment to contract pricing. The Government will notify the Contractor of any significant anticipated load changes as soon as it becomes aware of such anticipated changes.

A.14 SPECIAL CONTRACT TERMINATION - LIQUIDATION OF CONTRACT POSITION

At any time following contract execution or during the term of this contract, the Government may terminate this contract. The Government will pay any penalties imposed by the LDU or other appropriate authority (including, without limitation, power pool or power exchange, independent system operator, regional transmission organizations) associated with such termination. Upon termination, the Contractor and the Government will have no further obligation to each other with respect to the terminated contract except as described herein. If termination applies to a contract that is currently enrolled by the Contractor as the supplier of record with the LDU, then the Government must provide at least sixty (60) days prior notice of termination to the Contractor. Upon termination of an enrolled account, Contractor will return such account to LDU service on the next available meter read date as determined by the LDU, and the party's respective obligations under this contract will cease on that meter read date. At the time the contract is terminated the Contractor will make a reasonable assessment of the difference between the Contract Price (Price A) and the market based price for the same supply at the time the contract is terminated (Price B). If Price A is greater than Price B the Government shall pay the Contractor the difference between Price A and Price B. The Contractor's assessment of Price B shall include any incidental costs such as administrative costs, brokerage fees, transmission or increased tax costs for termination, provided such incidental costs are reasonable and documented for the Government.

A.15 TAXES

(a)(1) After-imposed Federal, State, and local tax, as used in this paragraph, means any new or increased Federal, State, and local tax or duty, or tax on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(2) After-relieved Federal, State, and local tax, as used in this paragraph, means any amount of Federal, State, and local tax or duty, except social security or other employment taxes, that would otherwise have been payable on

the transactions or property covered by this contract, but that the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
(c) The contract price shall be decreased by the amount of any after-relieved Federal, State, and local tax.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification.

A.16 CHANGE OF REGULATION

(a)(1) Imposed Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any new or modified Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that result in new or increased charges that the Contractor is required to pay or bear as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.

(2) Relieved Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that the Contractor is no longer required to pay or bear, or for which the Contractor obtains a refund or reduction, as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.
(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local regulation, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local regulation or rate increase was included in the contract price, as a contingency reserve or otherwise, and that the Contractor provides sufficient documentation to support the increase.
(c) The contract price shall be decreased by the amount of any relieved Federal, State, and local regulation.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification. In the event that the Government and the Contractor cannot agree to an acceptable contract adjustment, the Government will unilaterally adjust the contract price via modification subject to the Disputes provisions of FAR 52.212-4(d) incorporated in the contract.

A.17 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the General Services Administration's Energy Division (PMAA). The Contracting Officer (CO) for the administration of this contract is:

Ken Shutika Energy Division (PMAA) 1800 F Street, NW, Rm. 3039 Washington, DC 20405	Telephone Email	(202) 329-1826 ken.shutika@gsa.gov

The Contracting Officer Representative (COR) for administration of this contract is:

Paul King Facilities Management & Services GSA New England Region 10 Causeway St. 11th Floor Boston, MA 0222-1101	Telephone Email	(617) 565-5494 paul.king@gsa.gov

A.18 AUCTION PROCESS FOR PRICING USING EnerNOC

The Government shall utilize an internet based transaction platform provided by EnerNOC to obtain pricing for this procurement. Contractor's prices shall be submitted to GSA utilizing an internet based, auction transaction platform provided by EnerNOC at
http://www.exchange.enernoc.com/WebPortal/Public/Announcement.aspx?ID=YLyZC7WjMlk%3d in accordance with the instructions in Section C and the EnerNOC website. All prices submitted to the EnerNOC transaction

platform shall be in accordance with the provisions of the solicitation. It shall be the responsibility of the Offeror to understand both the rules and the mechanics of the EnerNOC transaction platform.

A.19 ADMINISTRATIVE FEES

The Contractor hereby agrees to the assessment of a procurement fee on all accounts included in this contract that will be reflected in the Contractor's price. This fee is $0.0007 per kWh for all usage billed under this contract unless adjusted by the CO. This fee shall be paid directly to EnerNOC by the successful Contractor(s) in accordance with the Payment Instructions Document found on their auction website, http://www.exchange.enernoc.com/WebPortal/Public/Announcement.aspx?ID=YLyZC7WjMlk%3d . In the event EnerNOC provides notice to GSA that they have not received fees from a supplier for a period of three or more months, GSA will request either proof of payment from the supplier to EnerNOC or proof that the supplier has not received payment from the end-use facility.

A.20 DAMAGES FOR MISSING CONTRACT START DATE

In the event that the start date for electric supply is missed due solely to the fault of the Contractor and an account(s) is required to remain with the LDU at regulated rates, then the Contractor shall reimburse such account the difference between the contract rate and the billed regulated rates in the event that the regulated rates paid are greater than the contract rates. Affected accounts shall be reimbursed via check made out to the LDU on behalf of the affected account(s) or via credits on future bills.

A.21 MARKETING RECS FOR CONTRACT ACCOUNTS

During the term of this contract, some of the accounts included in this contract may desire to have the Contractor market the RECs produced by onsite renewable resources located behind accounts included in this contract. In that event, the Contractor agrees to cooperate with account holder to obtain market prices for properly registered renewable resources (RECs/SRECs) on behalf of account holder and to credit the account the REC market price (MWhs times $/MWh) minus a commercially reasonable Contractor remarket fee to be negotiated between the parties. The account holder and Contractor shall mutually determine the frequency of such crediting transactions. The details for transactions under this Section A.21 will be covered in mutually negotiated modifications to this contract. The Government will note in Exhibit 1 any known renewable resources and their estimated size in KW.

A.22 LIMITATION OF LIABILITY

Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary nor indirect damages.

SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

B.1 CLAUSES INCORPORATED BY REFERENCE

The FAR Can Be Accessed At The Following Internet Address: **http://www.arnet.gov/far/**

(a) **FAR 52.212-1** **Instructions to Offerors-Commercial Items** (OCT 2015)
[Reference FAR 12.301(b)(1)]

Addendum to FAR 52.212-1

The offeror agrees to hold the prices offered in response to this solicitation until 1:30 p.m. on the date specified in Section C.3 of this solicitation.

(b) **FAR 52.212-4** **Contract Terms and Conditions-Commercial Items** (MAY 2015)
[Reference FAR 12.301(b)(3)]

Addendum To FAR 52.212-4

(1) The following section on *Title* overcomes and has precedence over the Title section of the clause at FAR 52.212-4 (n) in its entirety.

Title
Title to electricity supplied by the Contractor under this contract shall pass from the Contractor to the Government upon delivery of said electricity to the Delivery Point. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of all liens, claims and encumbrances arising prior to delivery to the Delivery Point.

(2) The following section on *Force Majeure* overcomes and has precedence over the Excusable Delays section of the clause at 52.214-4 (f) in its entirety.

Force Majeure
The Contractor shall be responsible for delivery of electricity to the Delivery Points specified under the terms of the contract unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any cause beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, delays of common carriers (for example, any third party transmission provider or LDU), and acts of the Government in either its sovereign or contractual capacity. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure condition, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such condition.

In no event shall the economic hardship of either party constitute a Force Majeure condition. Likewise, the inability of the Contractor to obtain transmission or generation unless such inability is due to a Force Majuere, or the event of higher actual costs than contracted costs to the Contractor shall not constitute a Force Majeure condition.

(3) The following section on ***Termination for Cause*** overcomes and has precedence over the Termination for Cause section of the clause at FAR 52.212-4 (m) in its entirety.

The Government may terminate for cause in the event of a material failure to comply with any term or condition which is not remedied within 10 business days from the date of notice of the default. In the event

of termination for cause, the Government shall not be liable to the contractor for any amount for supplies of services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience as provided for in Section A.14 of the Scope of Work.

(c) **FAR 52.216-21** **Requirements** (OCT 1995)
[Reference FAR 16.506(d)]

B.2 CLAUSES IN FULL TEXT

FAR 52.204-6 **Data Universal Numbering System Number** (JUL 2013)
[Reference FAR 4.607(a)]

(a) *Definition.* "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

FAR 52.204-7 **System for Award Management (JUL 2013)**
[Reference FAR 4.1105(a)(1)]

(a) Definitions. As used in this provision—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM)" means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process and

(4) The Government has marked the record "Active"

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

(End of clause)

52.204-8 Annual Representations and Certifications.
As prescribed in 4.1202, insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _221112_.

(2) The small business size standard is _750 employees_ .

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed throughhttps://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

_____ _____ _____

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.212-2 Evaluation-Commercial Items.
As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The basis for this evaluation is prescribed in Section D herein.

Technical and past performance, when combined, are approximately equal in importance when compared to price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.
As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2015) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

_X_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

_X_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

NOT APPLICABLE (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206and 41 U.S.C. chapter 67).

NOT APPLICABLE (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

NOT APPLICABLE (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.233-2 Service of Protest
[Reference FAR 33.106]

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kenneth M. Shutika, Contracting Officer
GSA, Energy Division (PMAA), Room 3139
1800 F Street, NW
Washington, DC 20405

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

The Following Clause is for Department of Veterans Affairs accounts only:
852.232-72 Electronic submission of payment requests.

As prescribed in 832.7002-2, insert the following clause:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at *http://www.fsc.va.gov/einvoice.asp*.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (http://www.x12.org) includes additional information on EDI 810 and 811 formats.

(d) Invoice requirements. Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above. (End of clause)

SECTION C: SUBMISSION REQUIREMENTS:

At the time that proposals are due all offerors are required to submit the following information in writing:

C.1 EVIDENCE OF TECHNICAL QUALIFICATION

(a) General: Due to the critical nature of the electricity procured under this solicitation, the ability of the offeror to adhere to the commitments made in this contract is crucial. Offerors are required to submit the information

outlined below so that the Government may make a relative determination of technical merits of the offeror without requesting additional information from an offeror.

(b) General Responsibility: The evidence of technical qualifications required below is in addition to the general responsibility criteria set forth in FAR 9.104. The Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

(c) Minimum Requirements: **Failure to meet any of the following minimum requirements may constitute a technically unacceptable offer.** For the purposes of this section C.1 paragraph (4), the experience of the parent or affiliate may be used to satisfy a portion of the requirements. Each offeror must provide evidence:

(1) That they are licensed by the appropriate state public utility commissions namely the Maine Public Utilities Commission (MPUC), Rhode Island Public Utilities Commission (RIPUC), Connecticut Department of Public Utility Control (CTDPU), Massachusetts Department of Public Utilities (MDPU), and/or New Hampshire Public Utilities Commission (NHPUC) respectively to provide electric supply to retail electric customers and are Electronic Data Interchange (EDI) and otherwise suitably qualified by the LDU in which physical delivery will take place.

(2) That they possess a Federal Energy Regulatory Commission (FERC) power marketing license. Include FERC Docket No., Date of Application, and Date of Approval.

(3) That the offeror has firm transmission service agreements and/or network transmission agreements in the offeror's name with the ISO New England for the interconnection points between the LDU systems and ISO New England to effect delivery to the Delivery Points of this contract.

(4) Offerors must specify which Pricing Groups they will be bidding on. If the below required information for items eight (8), nine (9) and ten (10) is not provided, Offerors will not be allowed to bid in any of the block and index pricing groups.

(5) That the offeror possesses experience providing firm supply and firm transmission of electricity to at least ten (10) retail electric customers with peak annual demands in excess of 1,000 KW behind LDU's located within ISO New England during the past 12 months including a customer in each state that you plan to bid on or possess experience providing firm supply and firm transmission of electricity to one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW during the past 12 months in all five states included in this solicitation in ISO New England. Offerors must provide the contact persons and telephone numbers for at least three (3) of the ten (10) electric customers provided for this item for each of the states they plan to bid on or the contact person and telephone number for the one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW for each of the states they plan to bid on. The same customer can be used for multiple states if the Offerors is serving load across multiple states included in this solicitation for the same customer or customers.

(6) That the offeror has the financial wherewithal to execute and support the transaction contemplated herein throughout the term of the contract, and employs risk management measures related to providing retail electric supply and has developed plans to supply the energy required by this contract to the Delivery Point. Supply plans must specifically address steps that the offeror will be taking to minimize risk to the Government in the event of a wholesale supplier default and any protections the Government may be afforded in such event. In addition, Offerors must either provide proof of a current rating of A or better with Moody's or Standards and Poor's or a letter of credit or proof the can obtain a letter of credit (performance bonds, etc) which provides assurance that the Offeror's firm has sufficient financial credit to hedge the volumes of electricity supply they intend to bid on. In addition, Offerors that cannot provide proof of a current rating of A or better with Moody's or Standards and Poor's must provide their most recently audited financial statements. Such financial statements shall present the financial position, the results of operations, and cash flows in accordance with principles generally

accepted in the United States of America. An auditor's opinion shall accompany the financial statements and such audit shall be conducted in accordance with auditing standards generally accepted in the United States of America.

(7) A description of the type of renewable power that the offeror is proposing to meet the renewable power requirements of this solicitation and the independent third party auditor proposed to meet the requirements of Section A.12.

(8) Offerors that plan on bidding on Pricing Groups 1, 2, 6, 7 and 8, block and index pricing, must indicate in their proposal that they are currently serving customers under block and index pricing in one or more of the five included states. Additionally, copies of invoices for three different customers located in ISO New England who are currently receiving block and index pricing are required. Offerors may redact customer specific information on the invoices including customer name and utility account number.

(9) Offerors that plan on bidding on Pricing Groups 1, 2, 6, 7 and 8, block and index pricing, must provide a draft invoice that provides the level of detail specified below in section C.2 in relation to the block and index billing requirements as the Offerors ability to satisfy the billing requirements set fort is a requirement of this contract.

(10) Offerors that plan on bidding on Pricing Groups 1, 2, 6, 7 and 8, block and index pricing, must provide a description of the number of credit-worthy wholesale counter parties that blocks could be obtained from and a listing of those firms if available.

(11) The offeror's DUNS number.

(12) A copy of offeror's SAM registration.

C.2 PRICE PROPOSAL

General. The Government is requesting pricing for forty-eight (48) full monthly billing cycles. Offerors shall begin supply with the March 2017 meter read date or as noted in Exhibit 1. Any account start dates that deviate from March 2017 will be noted on Exhibit 1. Descriptions of each pricing product are found below. The offered prices must remain constant for the full contract term. Offerors do not have to offer pricing for more than one pricing group.

Pricing Groups. The Government has divided its requirements into eight (8) pricing groups that reflect the size and location of accounts as well as the specific type of power requested. The rate offered for each pricing group must be the same for every account in the pricing group. The renewable power products offered to various pricing groups must comply with the provisions of Section A.12. See Exhibit 1 for precise quantities and account information.

Pricing Group 1 – Connecticut Block and Index Pricing – Dual Billing - 20% renewable / 80% conventional power - The Government requires a firm fixed Supply Service Fee (referred to as the "Index adder bid amount" on the EnerNOC platform) priced per kWh for all usage in all months and hours. GSA requires block pricing equivalent to 85% of the anticipated on peak usage and 80% of the anticipated off peak usage in the months of January, February, July, August and December for all contracted years. All other charges will be in accordance with the Block and Index Pricing outlined below.

Pricing Group 2 – Massachusetts Block and Index Pricing – Dual Billing - 20% renewable / 80% conventional power - The Government requires a firm fixed Supply Service Fee (referred to as the "Index adder bid amount" on the EnerNOC platform) priced per kWh for all usage in all months and hours. GSA requires block pricing equivalent to 85% of the anticipated on peak usage and 80% of the anticipated off peak usage in the months of January, February, July, August and December for all contracted years. All other charges will be in accordance with the Block and Index Pricing outlined below.

Pricing Group 3 – Massachusetts Fixed Pricing – Consolidated Billing Through the Utility - 100% conventional power – The Government requires a firm fixed price per kWh to include all applicable taxes, fees, Renewable Portfolio Standard (RPS) costs, Forward Capacity Charges, energy, LMP Adjustments, operating Reserves, ancillary services, FERC Order 745 costs, Winter Reliability Program costs and any other services obligated to serve the Customer's load for the firm supply of electricity necessary for the accounts included in this solicitation.

Pricing Group 4 – Maine Fixed Pricing – Dual Billing - 20% renewable / 80% conventional power - The Government requires a firm fixed price per kWh to include all applicable taxes, fees, Forward Capacity Charges, energy, LMP Adjustments, operating Reserves, ancillary services, and any other services obligated to serve the Customer's load for the firm supply of electricity necessary for the accounts included in this solicitation.

Pricing Group 5 – Maine Togus VA – Full Index Pricing – Dual Billing - 20% renewable / 80% conventional – A 661 kW biomass Combined Heat and Power (CHP) project has being constructed at the Togus VA. CHP generated electricity reduces consumption of power from the grid by approximately 20% and peak CHP generation is in the summer.

The Government requires a flat, firm fixed price per kWh adder to the Day Ahead ISO-NE Maine hourly price. This adder will include the EnerNOC fee and be the evaluated price for Pricing Group 5. To this retail adder, the Contractor will pass-through the Day Ahead ISO-NE Maine hourly price, the account's applicable capacity costs for ISO-NE Maine (as published at www.iso-ne.com), all necessary ancillary services (including RMR-Reliability Must Run-cost) and/or ISO/RTO administrative costs, renewable portfolio standard, Operating Reserve charges, line losses, and any applicable taxes. During the term of this contract, the Government may elect to convert from the Day Ahead hourly electricity pricing to a fixed price via a mutually agreeable bilateral modification to the contract for any of the remaining months of the contract. For this pricing group, the contractor must use the dual billing method sending a bill directly to the government. Each bill should be concise and clearly list the following line items so that the government can verify the accuracy of the bill: energy, losses, capacity, ancillaries and any applicable taxes and fees.

Pricing Group 6 – New Hampshire Block and Index Pricing – Dual Billing - 20% renewable / 80% conventional power - The Government requires a firm fixed Supply Service Fee (referred to as the "Index adder bid amount" on the EnerNOC platform) priced per kWh for all usage in all months and hours. GSA requires block pricing equivalent to 85% of the anticipated on peak usage and 80% of the anticipated off peak usage in the months of January, February, July, August and December for all contracted years. All other charges will be in accordance with the Block and Index Pricing outlined below.

Pricing Group 7 – Rhode Island Block and Index Pricing – Dual Billing - 20% renewable / 80% conventional power - The Government requires a firm fixed Supply Service Fee (referred to as the "Index adder bid amount" on the EnerNOC platform) priced per kWh for all usage in all months and hours. GSA requires block pricing equivalent to 85% of the anticipated on peak usage and 80% of the anticipated off peak usage in the months of January, February, July, August and December for all contracted years. All other charges will be in accordance with the Block and Index Pricing outlined below.

Pricing Group 8 – Massachusetts Block and Index Pricing (Hanscom AFB) – Dual Billing - 20% renewable / 80% conventional power - The Government requires a firm fixed Supply Service Fee (referred to as the "Index adder bid amount" on the EnerNOC platform) priced per kWh for all usage in all months and hours. GSA requires block pricing equivalent to 85% of the anticipated on peak usage and 80% of the anticipated off peak usage in the months of January, February, July, August and December for the first two (2) contracted years with the remaining two (2) contracted years being receiving only the Supply Service Fee applicable to the Index Adder. The Government may request the Contractor to make additional block purchases for the remaining two years of this contract. Pricing will be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award. All other charges will be in accordance with the Block and Index Pricing outlined below.

Auction Schedule: The auction schedule for this solicitation will be posted at http://www.exchange.enernoc.com/WebPortal/Public/Announcement.aspx?ID=YLvZC7WjMlk%3d.

PRICING GROUPS 1, 2, 6, 7 and 8

BLOCK AND INDEX PRICING. Offerors shall submit pricing in accordance with the pricing format described below. The Supply Service Fee must remain fixed for the duration of the contract. The Block and Index Pricing Format is as follows:

1) ***Energy Cost*** – Hourly energy consumption, as determined by the LDU, increased for line losses to the appropriate LDU Zone, as set forth in the LDU Tariff, multiplied by the day-ahead ISO hourly Locational Marginal Price (LMP) at the appropriate New England ISO Zone. The day-ahead LMP will be used for hourly load settling in the day-ahead market. The Contractor agrees to schedule load, not to exceed 100% of Government's estimated load forecast. The default Energy Cost Pricing for this contract will be day-ahead ISO hourly LMP unless otherwise changed by the Government or its representative.

2) ***Capacity (ICAP)*** – The Contractor will provide ICAP in accordance with the definition for ICAP provided below.

3) ***Ancillary Service Cost*** – All charges and credits that are not ICAP, RPS and Energy as defined herein should be included in Ancillary Service Costs under this contract.

4) ***Renewable Energy Portfolio Standards Costs (RPS)*** -- The costs associated with complying with the applicable state RPS for all contract years will be treated as pass-through cost items and not included in the calculation of the Supply Service Fee for Accounts included in Block and Index Pricing Group.

5) ***EnerNOC Fee*** - The EnerNOC Inc. fee is $0.0007 per /kWh and will be paid by the successful contractor(s) directly to EnerNOC per the terms specified in Section A.19.

6) ***Supply Service Fee for Accounts included in Block and Index Pricing Group*** – $_____/kWh for all physical electric power delivered to the account pursuant to this Contract. The Supply Service Fee shall be the sum of Line Items 3 and 5 and the supplier's adder/fee (i.e. Ancillaries, and the EnerNOC fee. Items 1-2 above for Energy Cost and Capacity should not be included in the Supply Service Fee.

Total Indexed Electric Cost: The total amount charged by the Contractor shall be the sum of items 1 – 6 plus any on and off peak block purchases. Charges for block purchases will be allocated to specific accounts prior to calculating indexed energy costs. The Contractor shall calculate and allocate the energy consumption amounts on an individual account basis for energy-based charges (items 1 and 5 above). The Contractor shall calculate Capacity charges (item 2) on an individual account basis.

Block and Index Billing Requirements: The Contractor shall provide individual account billing (one invoice for each account unless otherwise indicated) for each account and provide the Government's Contracting Officer with a monthly summary of all monthly bills. The monthly summary shall include the kWhs delivered to each account, the Energy Cost for each account including the day ahead market price for all energy delivered under index pricing, the Block purchase allocated and billed for each account for all months where block pricing is in place, the Supplier Service Fee charge, line loss kWh (if applicable), RMR charges, Operating Reserves, LMP adjustments, the capacity charge and the demand charge the capacity charge is based on for each account. The Contractor will provide electronic data to support invoices to the individual accounts and the Government's Contracting Officer with each invoice. For those accounts that do not have hourly metering installed, the Contractor shall use the aggregate average of item 1 for the monthly $/kWh energy charge applicable to non-hourly metered accounts.

Indices: In the event that the ISO LMP or any other index upon which any price is determined is discontinued or substantially altered in its application, the parties shall agree upon replacement index.

The above prices exclude all LDU distribution charges, sales tax on the LDU charges and LDU non-by-passable charges, which shall be the responsibility of the Government.

Delivery Point: The point of interconnection between the ISO transmission system and the LDU distribution is the appropriate ISO Zone for the Block and Index Account Group accounts unless otherwise noted on Exhibit 1.

Additional Block Purchases: At any point during the term of this contract, the Government may request the Contractor to make additional block energy purchases for delivery to the Block and Index Pricing Group that will be allocated to the various accounts in accordance with Government block allocations. The block energy purchase is to be in $/kWH and may be for on-peak and/or off-peak energy. At the time of the request, the Government and Contractor shall define the block purchase parameters. The block purchase(s) will be allocated to specific accounts based on instructions provided by the Government. Such block purchase(s) shall be priced based on prevailing market conditions and subject to no additional mark-up except the Supply Service Fee. The Contractor will obtain pricing quotes from at least three (3) wholesale counterparties for each separate block purchase and will provide such quotes to Government upon request to ensure that adequate competition is being obtained. The Government agrees to keep quote information confidential. The Government has no obligation to accept such offers and reserves the right to direct the Contractor to transact with any creditworthy counterparty with which the Contractor has an established trading relationship and sufficient available credit to execute the transaction on behalf of the Government.

PRICING DEFINITIONS:

Summer - is defined as the billing months of June through September.
Winter - is defined as the billing months of October through May.
On-Peak – is defined as the hours of 7:00 a.m. to 10:59 p.m. weekdays excluding weekends and NERC holidays.
Off-Peak - is defined as all hours that are not On-Peak hours as defined above.
Capacity (ICAP) Cost - is defined as the required amount of ICAP for the Government as determined by the LDU applying the then current ISO guidelines. ICAP costs are the product of the Contractor's capacity obligation associated with electric energy delivery to each of the Government's accounts as determined by the LDU, multiplied by the actual ISO ICAP charges stated in $/KW/month adjusted for the capacity reserve margin and by the distribution loss factor for the Government's accounts as outlined below.

ICAP tag times ICAP Charge times (1 + system reserve margin) = Capacity Costs for one month

The Contractor will notify the Government when ICAP rates and volumetric requirements change to assist the Government in managing its accounts.

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. Since it is impossible to determine the precise quantities that will be needed during the contract term, the Contractor whose offer is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.

(2) The Contractor will be responsible for all nominations and imbalance procedures and costs. Any costs or penalties incurred as a result of the Contractor's failure to deliver, nominate or balance will be the responsibility of the Contractor.

(3) Capacity (ICAP) prices and volumes shall adjust every June 1 and will be treated as a pass through (i.e. cost reimbursement) item (with exception to Pricing Groups 3 and 4) with the price reflecting the current ISO capacity auction price for the respective ISO zone and ISO year based on the marketing clearing prices for the applicable ISO NE forward capacity market auction (i.e. FCA 8, FCA 9, FCA 10). The Government, at its option, may fix capacity prices for some or all of the contract term via bilateral contract modification.

(4) The Government and the accounts included in this solicitation are exempt from state and local sales taxes. The Government will cooperate with the Contractor to complete any necessary tax exempt forms.

(5) For all fixed energy pricing obtained for Pricing Groups 3 and 4, the pricing submitted shall be for metered usage at the LDU's meter(s) for each account. Pricing shall include distribution line losses.

(6) For all fixed energy pricing obtained for Pricing Groups 3 and 4,all electric supply costs (see tax notes below) to the facility up to the Local Distribution Utility's system for usage at the LDU meter(s) are to be included in the energy (i.e. kWh) prices submitted above including capacity.

(7) For all fixed energy pricing obtained for Pricing Groups 3and 4, Offerors are instructed to include known RMR costs in your bid price. Any changes in RMR will be addressed as a regulatory change in accordance with Section A.16 - Change of Regulation. For the Block and Index pricing, RMR would be included in Ancillary Costs.

(8) The offeror agrees to hold the prices in its price proposal firm from the time prices are submitted on December 7, 2016 until 1:30 p.m. ET on December 7, 2016 for the accounts included in Exhibit 1 for pricing.

(9) Except for Pricing Group 3, the prices submitted shall not include any renewable power required to comply with the renewable portfolio standards (RPS) for all states. RPS shall be treated as a pass-through item. The Contractor shall annually inform the Government of the anticipated RPS charges for the following year.

(10) For the Block and Index Pricing Groups, the Block price and the Supply Service Fee will be submitted as two separate prices in the auction. Offerors will submit a fixed price for the on and off peak Blocks delineated by the Government in its Exhibit 1. Offerors will also submit a Supply Service Fee that will apply to all kWhs delivered for all Block and Index accounts.

(11) Except for Pricing Group 3, Offerors are instructed that costs associated with FERC Order 745 should not be included in bid prices. FERC Order 745 costs as implemented by ISO New England as approved by FERC will be treated as pass-through charges for all pricing groups except Pricing Group 3.

(12) Except for Pricing Group 3, Offerors are instructed that costs associated with ISO New England's Winter Reliability Program should not be included in bid prices. Winter Reliability Program costs are to be treated as pass-through costs.

C.3 SUBMISSION OF PROPOSALS

In order to facilitate timely evaluation of offeror proposals, the Government will request and evaluate technical qualifications before submission of price proposals.

Evidence of Technical Qualification: Offerors must submit 1 original copy of the Evidence of Technical Qualification, which includes the FAR 52.212-3 Offeror's Representations and Certifications - Commercial Items (NOV 2015). Proposals must be marked as RFP GS-00P-17-BSD-1231. Evidence of Technical Qualification must be received no later than 2:00 p.m. ET on November 8, 2016 at the email address listed below. **Email, do not mail, submissions of the Evidence of Technical Qualification to ken.shutika@gsa.gov.**

GSA, Energy Division (PMA), Room #3039
1800 F Street, NW
Washington, DC 20405
Attn: Kenneth M. Shutika, Contracting Officer
Solicitation No. GS-00P-17-BSD-1231
Email: ken.shutika@gsa.gov

Price Proposal: All pricing received as a result of this solicitation shall be submitted using an internet based auction transaction platform administered by EnerNOC on December 7, 2016. In accordance with the rules and mechanics of EnerNOC' auction platform, offerors will be allowed to offer and reoffer pricing until the close of the auction time for each pricing group and accompanying contract term. Auction instructions are detailed on the EnerNOC website: http://www.enernoc.com. The pricing format and the auction schedule can be found at the EnerNOC website.

C.4 PRE-BID CONFERENCE CALL

Interested bidders are invited to call into the pre-bid conference on October 28, 2016 at 11:00 AM ET. The call-in number is 1-855-462-5367; passcode 201691. The CO, COR and EnerNOC will be available during this call to answer questions regarding: Solicitation terms and conditions, procurement schedule, usage information, notification procedures and the auction.

CAUTION: OFFERORS ARE CAUTIONED THAT ANY AMENDMENTS MUST BE ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.

SECTION D: EVALUATION FACTORS FOR AWARD:

D.1 EVALUATION

The Government intends to award a contract or contracts on the basis of the technically acceptable proposal(s) that that will result in the best value for each pricing group included in this solicitation. Technically acceptable proposals will be those proposals that meet the requirements contained in Section C.1. To receive an award, prices received must be deemed fair and reasonable prices. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price and technical standpoint.

For the contract terms listed on Exhibit 1 and on the EnerNOC reverse auction platform for each pricing group, the Government will determine the offered price by using the EnerNOC reverse auction platform using the process outlined in Section C of the solicitation. For the purposes of evaluation, the Government is assuming that its requirements will remain consistent with historical usage patterns over the contract terms being bid unless otherwise indicated.

For the Block and Index pricing groups, price offers will be determined and evaluated in the following manner. The Block Price and Supply Service Fee submitted will be used to calculate a resulting Average Submitted Price for the pricing group load. This Average Submitted Price for the pricing group will be the price that bidders see as the Low Bid designated on the platform in addition to the Offeror's own bid price. Therefore, it is important that Offerors fully understand how the Average Submitted Price will be calculated. The calculation of the Average Submitted Price will take place as follows:

Calculation

Average Submitted Price (Low Bid displayed) = ((Fixed Block Price kWh * Fixed Block Price Bid) + (Index kWh * Index Wholesale Price Estimate) + (Total kWh (adjusted for line loss) * Supply Service Fee Bid))/Total kWh (adjusted for line loss)

Inputs

1. Fixed Block Price kWh = the annualized kWh purchased for the block at the load zone (before losses)
2. Index kWh = the annualized kWh purchased for remaining load at the load zone (before losses)
3. Line Loss Adjustment = the loss factor between the LDC and the customer meter used in the calculation
4. Total kWh = (Fixed Price kWh + Indexed Price kWh) * (1-Line Loss Adjustment)
5. Index Wholesale Price Estimate = a forward looking estimate of the price for the exposed load over the term of the contract
6. On Peak Fixed Block Price Bid = submitted bid
7. Off Peak Fixed Block Price Bid = submitted bid
8. Supply Service Fee Bid = submitted bid

Items 1-5 will be provided to you prior to the auction on the EnernNOC website under URL.
http://www.exchange.enernoc.com/WebPortal/Public/Announcement.aspx?ID=YLyZC7WjMlk%3d
Items 6 and 7 are the bids submitted through the platform.

An excel spreadsheet with items 1-5 will be posted at the following URL to assist you with the evaluation calculation http://www.exchange.enernoc.com/WebPortal/Public/Announcement.aspx?ID=YLyZC7WjMlk%3d.

In addition, the Government may, at its discretion and for any reason, choose not to make award or request that offerors reprice all or some of the solicitation's electric requirements at a later date via an amendment to the solicitation.

D.2 BASIS FOR AWARD

For all pricing groups, it is the intent of the Government to award a contract for each pricing group to the lowest price ($/kWh) (determined in accordance with Section D.1 above) received from an offeror for the requested contract term that meets the solicitation's qualifications provided that the price is deemed to be a fair and reasonable price. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price, capability, and responsibility standpoint.

D.3 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN

Depending upon the total dollar value of the resultant awarded contract(s) and the size status of the Contractor, the Contractor may be required to submit a subcontracting plan for small businesses in accordance with FAR Clause 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The Contractor's plan must be submitted within two (2) weeks of the award of this contract.

D.4 POST AWARD REQUIREMENT FOR SERVICE START DATE REPORTING

The winning Contractor(s) will be required to provide a spreadsheet clearly identifying each account number being served as a result of the contract award and the expected start date for each of these accounts. This spreadsheet will be due within twenty-five (25) calendar days after award of the contract.

GENERATOR REGISTRATION FORM AND ATTESTATION

Facility Information

Name of Facility:_____

Address of Facility:_____

Facility ID Number[1]:_____ EIA or QF? (circle one)

Contact Person:_____ Title:_____

Telephone:_____ Fax:_____

Fuel Type	Capacity* (MW)	MWh/RECs Sold	Date Facility First Operational		Period of Delivery (Q#/yy or mm/yy)**
Biomass _____ *(indicate fuel type)*					
Geothermal					
Landfill Gas/ Digester Gas					
Wind					
Solar electric					
Hydroelectric Ocean Waste-to-Energy					

* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.
** List as separate line items MWh for each month or quarter.

Page 1 of 2

[1] Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number.

Declaration:

I, (print name and title)_____,
declare under the penalty of perjury, that the information provided on this form is true and correct to the best of my knowledge.

Further, I declare that the (indicate) ___ renewable megawatt hours/ ___ renewable attributes listed above were sold exclusively to (name of renewable power/REC provider) _____.
Further, I declare that 1) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable electricity generation listed below were transferred to the renewable power/REC provider above, 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

Further, I declare that the facilities that generated all of the (indicate) ___ renewable kilowatt hours/ ___ renewable attributes sold to (name of renewable power/REC supplier) are listed above by fuel type.

As an authorized agent of (generating company name) _____,
I attest that the above statements are true and correct.

Signature:_____Date:_____

This form is used by Government to verify the accuracy of claims made by retail marketers.

Page 2 of 2

ATTACHMENT 2 RENEWABLE POWER/RENEWABLE ENERGY CERTIFICATE NOTIFICATION

(Contractor Name) certifies that Renewable Power/Renewable Energy Certificates in the amounts described below, associated with power generation from the Renewable Resource(s) listed below, have been provided to the Government in accordance with the terms of Contract No. GS-00P-17-BSD-1231 for the period **(Insert Dates).** The Renewable Power/Renewable Energy Certificate(s) provided to Government include emissions, and other environmental characteristics associated with renewable resources. The Renewable Energy Certificate(s) do not include energy, capacity, or other attributes of electrical power. **(Contractor Name)** represents and warrants that the environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, that are the subject of this Notification have not been sold, reserved, or conveyed to any party other than Government and that the electric power generated in association with this/these Renewable Power/Renewable Energy Certificate(s) has not been represented to retain or possess such attributes. The Renewable Power/Renewable Energy Certificate(s) that are the subject of this Notification are based upon the generation of electricity from **(Insert type of Renewable Resource(s))** at **(Insert Source Facility Location(s))** The total amount of Renewable Power/Renewable Energy Certificates covered by this Notification is: **(Insert Quantity conveyed in MWhs.**

Insert company name, representative name, signature (typed/printed) and date

GSA

GSA Public Buildings Service

June 12, 2018

Mr. Steven C. Laker
Chief Operating Officer
Agera Energy LLC
555 Pleasantville Road S107
Briarcliff Manor, NY 10510

RE: Award of Contract No. 47PA0418D0056 for electric power supply to Pricing Group 1

Dear Mr. Laker:

We are pleased to inform you that Agera Energy LLC (Agera) has offered the lowest price for Pricing Group 1 included in Solicitation No. GS-00P-18-BSD-1245 for a term of sixty (60) months beginning with the August 2018 meter read date. As such, GSA is pleased to award Contract No. 47PA0418D0056 to Agera at your offered price of $0.03920/kWh for the Centerpoint/Oncor Pricing Group 1 for all energy pricing components (see Attachment 4 of the contract) with the exception of applicable excise taxes (including gross receipts taxes and PUCA fees) and TDSP charges. We estimate that the annual contract volume for Pricing Group 1 will be approximately 70,759,127 kWhs and is valued at an estimated $13,868,789 over the full contract term excluding applicable excise taxes and TDSP charges. Agera will also be providing 100% new, Texas-based renewable energy certificates (RECs) via a Texas wind Green-e Federal option product. The contract also has a six (6) month extension period available. Bills for electric supply will be rendered separately by Agera. GSA will schedule a meeting with Agera in the near future to discuss setting up delivery orders against the contract for billing.

We look forward to working with Agera on this contract. Should you have any questions, feel free to contact me on (202) 329-1826 or at ken.shutika@gsa.gov.

(b) (6)

[redacted]

GSA, Energy Division (PMAA)

Attachment

U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405-0002
www.gsa.gov

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
47PA0418D0056	6/12/18		GS-00P-18-BSD-1245	05/07/2018

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
	Kenneth M. Shutika	(202) 329-1826	05/30/2018 2 p.m.

9. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5118
Washington, DC 20405

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8 (A)
NAICS: 221112
SIZE STANDARD: 750 employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE
See Block 9 Address

16. ADMINISTERED BY CODE
See Block 9 Address

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE
Agera Energy LLC
555 Pleasantville Rd. S107
Briarcliff Manor, NY 10510

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE
GSA (see Section A.7)

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Submission Requirements - Pricing Section C.1 (see Exhibit 1 for Quantity) Pricing Group 1 (Centorpoint/Oncor) *(Use Reverse and/or Attach Additional Sheets as Necessary)*		kWh	$0.03920/kwh	

25. ACCOUNTING AND APPROPRIATION DATA
-will be included on orders set up for payment

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. your OFFER DATED 6/12/18. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b) (6) [redacted]

Steven C Luker Co	5/29/18	Kenneth M. Shutika	6/12/18

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0001	6/5/2018		

6. ISSUED BY — CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5118/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) — CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP; Code)
Agera Energy LLC
555 Pleasantville Rd. S107
Briarcliff Manor, NY 10510

CODE — FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
GS-00P-18-BSD-1245

9B. DATED (SEE ITEM 11)
5/7/18

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)		
	A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D.	OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended in Section A.1 and Exhibit 1 to change start date from "on or after July 1, 2018" to "on or after August 1, 2018"; to delete the phrase "provided in Section A.14" and replace it with "provided in Section B.1(b) paragraph (l) Termination for the Government's Convenience" in Section A.10; to change the word "contract" to "contractor" in the first sentence of Section A.16; to delete the word "beings" from the last sentence of Section A.18; and to add FAR Clause 52.217-8 Option to Extend Services to Section B.1. An updated version of the solicitation with all changes will be sent to each offeror. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)
Steve Leter, COO
(b) (6) [redacted]
ATE SIGNED
6/6/18

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Kenneth M. Shutika
(b) (6) [redacted]
6C. DATE SIGNED
6/12/18

ENERNOC

RFP VIEW: 66705 - RETAIL ELECTRICITY

EDIT

General Information

Description:	**Fixed - 100% Green**	Total Quantity (Term):	**353,795,635 kWh**
Customer Name:	**General Services Administration (GSA)**	Number of Accounts:	**29**
Customer Contact:	**Ken Shutika**	Maximum Demand:	
Deal Number:	**34860** Announcement: **13773**	Last Updated:	**Rob Martinez, 6/12/2018 9:19:47 AM**
State/Province:	**Texas**		
Country:	**USA**		
Delivery Point:	**Multiple ERCOT (ELE)**		
Load Type:			
Rate Class:			

Auction Information

Auction Start Time:	**6/12/2018 10:00:00 AM**	RFP Status:	**Active**
Auction End Time:	**6/12/2018 11:30:00 AM**	Opening Bid ($/kWh):	**0.06500**
Auction Type:	**Open**	Reserve Price ($/kWh):	**N/A**
Auction Format:	**Reverse - Buy**	Time Left:	**Auction Ended**
Auction Currency:	**USD - US Dollar**	Total Bids:	**24**
Bid Significant Digits:	**5**	Low Bid ($/kWh):	**0.03920**
Bid Increment ($/kWh):	**0.00001**	Low Bidder:	**Agera Energy, LLC**

Contract Information

Delivery Start Date:	**8/1/2018**	Bill Type:	**Consolidated from Bidder**
Delivery End Date:	**7/31/2023**	Payment Terms (days):	**30**
Contract Duration:	**60 months**	Payment Terms Description:	**Days from Invoice Date**
		Transaction Type:	**Physical**

Additional Contract Information

Exact Volumes:	**False**	Minimum Bandwidth Required (%):	**15.00**
Full Requirements:	**True**	Fixed Price Conversion Rights Requested:	**False**

Pricing Information

Form of Pricing:	**Fixed**	Pricing Index:	
Pricing Options:			

Pricing Components

Pass Through Capacity: **No**

Renewable Power Information

Additional Renewable Power: **Yes**

Renewable Power (%): **100.00**

Additional Information

Comments to Bidders:

Sum of Actual KWH Pricing Group	Utility	ESI ID	GSA Building #	Service Address 1	City	State	Zip	Grand Total
1	Centerpoint	1008901000140990011100	TX0101ZZ	701 SAN JACINTO ST	HOUSTON	TX	77002	1,466,830
		1008901000151300019100	TX0211ZZ	515 RUSK	HOUSTON	TX	77002	6,430,707
		1008901000154220016100	TX0298ZZ	1919 SMITH	HOUSTON	TX	77002	4,341,465
		1008901000181780016100	TX0297ZZ	8701 S GESSNER	HOUSTON	TX	77074	3,526,523
		1008901001488885024200	TX0081ZZ	2601 CHURCH ST	GALVESTON	TX	77550	13,272
		1008901001900473230111	TX0081ZZ	601 25TH ST A	GALVESTON	TX	77550	1,621,248
		1008901010120550718100	TX0298ZZ	2021 LOUISIANA ST	HOUSTON	TX	77002	253,728
		1008901011900041640107	TX0435HF	1 JUSTICE PARK	HOUSTON	TX	77092	8,326,709
		1008901016137899097100	TX0701HO	2320 LA BRANCH ST	HOUSTON	TX	77004	1,031,040
		1008901023802450150200	TX0081ZZ	601 25TH ST	GALVESTON	TX	77550	13,272
	Oncor	10443720001329814	TX0126ZZ	104 N 3RD ST	Lufkin	TX	75901	215,760
		10443720001386880	TX0302ZZ	4050 ALPHA RD	Farmers Branch	TX	75244	3,341,382
		10443720002437014	TX2747ZZ	2711 BROOKFIELD AVE	Dallas	TX	75235	22,400
		10443720002589290	TX0075ZZ	900 LAMAR ST	Fort Worth	TX	76102	1,197,200
		10443720002589383	TX0247ZZ	401 TEXAS ST	Fort Worth	TX	76102	272,400
		10443720002601473	TX0224ZZ	819 TAYLOR ST	Fort Worth	TX	76102	8,058,682
		10443720002870336	07020818	501 W FELIX ST	Fort Worth	TX	76115	3,663,589
		10443720002878865	TX0604MC	5911 S Stewart Rd Main Bldg-Standby	Mission	TX	78572	44,400
		10443720002878896	TX0604MC	5911 S. Stewart Rd, Main Bldg-Normal Power	Mission	TX	78572	1,611,600
		10443720002966801	TX0292ZZ	525 S GRIFFIN ST	Dallas	TX	75202	2,223,841
		10443720002966895	TX0058DA 26%& TX0284DA 74'	1100 COMMERCE ST	Dallas	TX	75242	15,560,894
		10443720002966958	TX0057ZZ	400 W COMMERCE ST	Dallas	TX	75208	31,759
		10443720002990298	TX0262TY 55% & TX0182TY 45'	221 W FERGUSON ST	Tyler	TX	75702	1,066,000
		10443720003088914	TX0220ZZ	100 E WALL ST	Midland	TX	79701	1,089,000
		10443720003768547	TX0210ZZ	101 E PECAN ST	Sherman	TX	75090	235,200
		10443720003880311	TX2387ZZ	10759 MAPLERIDGE DR	Dallas	TX	75238	157,776
		10443720004319923	TX0057ZZ	207 S HOUSTON ST	Dallas	TX	75202	2,405,750
		10443720006276960	TX0224ZZ	819 TAYLOR ST	Fort Worth	TX	76102	231,500
		10443720008325613	TX1514ZZ	800 FRANKLIN AVE	Waco	TX	76701	2,305,200
1 Total								70,759,127

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NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA: ELECTRONIC MAIL AT ken.shutika@gsa.gov

SECTION A: SCOPE OF WORK

A.1 GENERAL

The General Services Administration (GSA or Government) is requesting proposals for the supply of all electricity supply commodity components up to the delivery point including but not limited to energy, capacity, ancillary services, scheduling, renewable portfolio standard (RPS) compliance costs, balancing, fuel costs, line losses and network firm transmission necessary for the firm supply of electricity to a number of GSA facilities located in various Transmission and Distribution Service Provider (TSDP) service territories within the State of Texas. Pricing should be to the load zone and include all of the above cost components including Intrazonal Congestion (HZ to LZ) costs, Reliability Unit Commitment (RUC) costs, Operating Reserve Demand Curve (ORDC) costs, Qualified Scheduling Entity (QSE) costs, and ISO administrative fees. The Contractor shall supply the full requirements of such electricity for a term of sixty (60) full monthly billing cycles for accounts included in this contract. The Government has placed its requirements into two (2) pricing groups. The service start date for all accounts shall begin with the first meter read date on or after August 1, 2018 or as noted in Exhibit 1.

All quantities required to be supplied to facilities included in this contract shall be considered firm requirements ("firm" means electric supply that will not be interrupted except as permitted under this contract) for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all costs assessed to facilities arising out of or relating to the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the TSDP at the Delivery Point for the accounts specified in Exhibit 1. The Government has organized its requirements for this solicitation in an Exhibit as described below. The Firm Fixed prices shall also include transmission and distribution line losses to the end-use meter. The Contractor shall not include any additional charge for loss or imbalance energy in its invoice; in either its own supply charges or in the delivery charges from the TDSP.

Exhibit 1 consists of Excel spread sheets that specify the accounts included in this contract and provides aggregate totals. For each account, the following information is provided if available:

(a) TSDP rate schedule;
(b) TSDP account number;
(c) Agency/account holder;
(d) General Service Location;
(e) TSDP;
(f) Monthly consumption (kWh);
(g) Registered monthly on-peak demand (KW) per TSDP tariff definition;
(h) Registered monthly maximum demand (KW) per TSDP tariff definition;
(i) Monthly on-peak KWH per TSDP tariff definition;
(j) Monthly interm KWH per TSDP tariff definition;
(k) Monthly off-peak KWH per TSDP tariff definition;
(l) Monthly billing days;
(m) Monthly load factor;
(n) Range of meter read dates throughout the year;
(o) Whether hourly interval data is provided for the account (information on separate spread sheets).

A.2 DELIVERY POINT

The Delivery Point for such electricity shall be the meter(s) of the specific facilities identified in Exhibit 1 of this contract. The Delivery Point shall be where the facility takes title to the electricity.

A.3 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the

TSDP and the interstate/intrastate transmission companies. The Contractor shall be liable for all costs arising out of or relating to these items.

A.4 CREDIT FOR DEFAULT SUPPLY SERVICE

If at any time, unless as a result of an Excusable Delay (see FAR 52.212-4(f)), an account covered by this contract is forced to accept default supply service from the TSDP serving in its capacity as the utility supplier of last resort solely as a result of action/inaction by the Contractor, the Contractor shall be responsible for payment of any additional costs, if any, incurred.

A.5 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor prior to the Delivery Point and shall pass to the Government at and after the Delivery Point specified for each facility.

A.6 PROTECTION OF CONTRACT INFORMATION

The Government will take the necessary and usual steps to maintain the confidentiality of information submitted by offerors prior to award of the contract. The Contractor is advised that the Government will make all contract prices publicly available for the full contract period.

A.7 PAYMENT AND BILLING

The Contractor will submit a monthly invoice to the Government facility for supplies and services rendered the previous month. The invoice should include the amount of kWh and kW measured at each meter and must be consistent with the rules of the Public Utility Commission of Texas ("PUCT") regarding issuance and format of bills. The Contractor shall use the TSDP's meters, meter readings, and billing cycles for the computation of bills. The Contractor must establish a unique supplier account number for each end-use Government account and provide the corresponding TSDP account number on each monthly bill.

It shall be the Contractor's responsibility to know and understand the specific details and requirements for monthly billing, reporting, and coordination with the TSDP's. The Contractor shall be responsible for any late charges and/or penalties associated with prompt payment requirements that may be required by internal procedures and/or controls of a TSDP. The Government requires that each bill contain itemized account level detail, on a building or facility basis and shall at a minimum contain such information as would be useful to the Government in best managing its electric power purchases and use in a cost effective and efficient manner. Each invoice shall identify and separately report the following:

1. The kWh and kW monthly totals and any other totals measured at the facility's electric meters including on peak and off peak values where measured.
2. Itemized charges levied by the TSDP.

Special billing requirements and procedures are discussed below.

a) The rates and charges contained in this solicitation will be billed monthly unless a Federal facility requests, and the Contractor and GSA agree, to another arrangement.
b) Prior to the initiation of service under this contract, the Government account holders will provide the Contractor with all necessary billing information required for the processing of bills.

A.8 RESERVED

A.9 RESERVED

A.10 ADDING AND DELETING FACILITIES TO THIS CONTRACT

It is possible that additional accounts not included in Exhibit 1 may be added to the resultant contract(s). In that event, the Government will provide the Contractor with the facility's electric requirement (if available) and the two parties shall enter into good faith negotiations to determine a price. A bilateral modification will be executed adding the line item on the Standard Form 30, Amendment of Solicitation/Modification of Award.

If the Government removes any facilities listed in Exhibit 1, the Government shall provide the Contractor with a written notice 45 business days before any such removal. The Government may unilaterally delete any facilities in its discretion. If accounts are deleted, the methodology provided in Section B.1(b) paragraph (l) Termination for the Government's Convenience shall be used to calculate the early termination charges, if any. The provisions of this paragraph shall not apply to accounts with early end dates noted in Exhibit 1 at the time of contract award.

A.11 RESERVED

A.12 RENEWABLE POWER FOR FACILITIES IN THIS CONTRACT

"Renewable energy certificates" (RECs) are unique certificates that represent all of the environmental attributes or benefits of a specific quantity of renewable generation. RECs are created when a renewable energy facility generates electricity. The terms Renewable Energy Credits, Tradable Renewable Certificates, renewable power or Green Tags, are equivalent terms.

The Contractor shall deliver wind or solar RECs equal to one hundred percent (100%) of the total usage required for all the accounts specified in Section C.2 and on Exhibit 1. The REC content requirements are in addition to any renewable power required to comply with the State of Texas's renewable portfolio standard (RPS) requirements, if any, during the term of any resultant contract(s). All RECs must come from generation sources located in the State of Texas. The renewable power that the Contractor provides must come from renewable resources that have been placed in service within 10 years prior to the start of the Government's fiscal year for each year of the contract. For the contract's first year, resources will need to have been placed in service on or after October 1, 2007. All RECs delivered under this contract must be Electric Reliability Council of Texas (ERCOT) approved RECs under PUCT Substantive Rule §25.173(c).

Annual Renewable Report

The Contractor shall provide an annual report verified by an independent third party auditor. The annual reporting period shall be October 1 through September 30. The annual report shall contain the following elements:

(a) Verification of the product content for the annual reporting period that:

(1) Indicates the source of new renewable power, zip code of the source and the EGRID subregion for the new source; and

(2) Indicates the source of non-new renewable power, zip code of the source and the EGRID subregion for the source.

(b) Verification that:

(1) The Contractor has not sold the renewable power more than once (as either a renewable power product or as an REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measures are taken to ensure that suppliers also do not sell renewable power more than once;

(2) All environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power generator is otherwise entitled convey to the purchaser (i.e. Government);

(3) The Contractor has not sold any emission allowances/credits, or other environmental attributes which are specifically owned by or to which the renewable power generator is otherwise entitled to convey associated with renewable power; and

(4) The renewable power that is used to fulfill the requirements of this solicitation is also not being used to meet any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The Annual Report shall be submitted to both the CO and COR at the addresses specified in Section A.15 no later October 31 each year and shall contain Attachments 1 and 2. The independent third party auditor shall be submitted in the Contractor's proposal and approved by the Government at the time of contract award.

Renewable Power Vintage: To qualify as eligible renewable power (REC) under this contract, the renewable power must be generated during the Government's applicable fiscal year calendar which is October 1 through September 30 for each year of the contract and the six (6) months immediately preceding that time period and the three (3) months immediately following that time period (e.g. April 1, 2017 through December 31, 2018).

Definition of Renewable Energy
For the purposes of this contract and this Section A.12, renewable energy and biomass shall have the definitions as specified by the Energy Policy Act of 2005, currently codified at 42 U.S.C. § 15852(b).

A.13 LOAD CHANGES DURING THE TERM OF THE CONTRACT

As indicated in Section A.1, this contract is for the full requirements of each account at the Delivery Point. The full requirements are expressed on Exhibit 1 of the solicitation. The Government does not estimate that its aggregate load will change in a significant manner throughout the term of this contract unless noted on Exhibit 1. The Government considers an annual change in the aggregate kWh consumption of each pricing group in excess of fifteen percent (15%) to be significant. The historical volumes are given in Exhibit 1 and these volumes will be used in determining annual changes. In the event of a significant change in contract load, the Government agrees, if requested by the Contractor, to equitably adjust the contract price to account for the incremental costs, if any, associated with such load change beyond the fifteen percent (15%) measurement threshold. Any proposed adjustments to contract pricing must compare the contract price with the market price at the time of usage deviation to arrive at an adjustment to contract pricing. The Government will notify the Contractor of any significant anticipated load changes as soon as it becomes aware of such anticipated changes.

A.14 ELECTRICITY REGULATORY CHANGES

(a) The contract price includes all applicable Federal, State, and local regulations including ISO/RTO charges expected to be in effect and applicable to this contract at the time of contract award.
(b)(1) Imposed Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any new or modified Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that result in new or increased charges that the Contractor is required to pay or bear as the result of legislative, judicial, regulatory or administrative action taking effect after the contract award date.
(2) Relieved Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that the Contractor is no longer required to pay or bear, or for which the Contractor obtains a refund or reduction, as the result of legislative, judicial, regulatory or administrative action taking effect after the contract award date.
(c) The contract price shall be increased by the amount of any after-imposed Federal, State, and local regulation, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local regulation or rate increase was included in the contract price, as a contingency reserve or otherwise, and that the Contractor provides sufficient documentation to support the increase.
(d) The contract price shall be decreased by the amount of any relieved Federal, State, and local regulation.
(e) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification. In the event that the Government and the Contractor cannot agree to an acceptable contract adjustment, the Government will unilaterally adjust the contract price via modification subject to the Disputes provisions of FAR 52.212-4(d) incorporated in the contract.

A.15 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the General Services Administration's Energy Division (PMAA). The Contracting Officer (CO) for the administration of this contract is:

Ken Shutika Energy Division (PMAA) 1800 F Street, NW, Rm. 5118 Washington, DC 20405	Telephone Email	(202) 329-1826 ken.shutika@gsa.gov

The Contracting Officer Representative (COR) for administration of this contract is:

Juan Griego Energy Conservation Engineer Energy & Sustainability Branch 819 Taylor St., Room 12A Fort Worth, TX 76102-6124	Telephone Fax Cell Email	(817) 850-8447 (817) 978-7194 (682) 304-9977 juan.griego@gsa.gov

A.16 AUCTION PROCESS FOR PRICING USING EnerNOC

The Government shall use an internet based transaction platform provided by EnerNOC, the Government's third-party contractor, to obtain pricing for this procurement. The Contractor shall submit pricing to GSA using the EnerNOC platform in accordance with the instructions in Section C and the EnerNOC website. All prices submitted to the EnerNOC transaction platform shall be in accordance with the provisions of the solicitation. It shall be the responsibility of the Offeror to understand both the rules and the mechanics of the EnerNOC transaction platform.

A.17 EnerNOC FEE

The Contractor hereby agrees to pay a fee in the amount of $0.00070 per kWh for all usage billed under this contract. The Contractor shall pay the fee directly to EnerNOC in accordance with the agreement, if any, executed between the Contractor and EnerNOC. The Contractor expressly recognizes and understands that the Government is not responsible for paying the fee to EnerNOC. To the extent a dispute occurs between the Contractor and EnerNOC regarding the fee, any such dispute shall be handled in accordance with the agreement executed between the Contractor and EnerNOC.

A.18 DAMAGES FOR MISSING CONTRACT START DATE

In the event that the start date for electric supply is missed due solely to the fault of the Contractor and an account(s) is required to remain with the Non Volunteer Provider of Last Resort, then the Contractor shall be liable for the difference, if any, between the contract rate and the rates billed by the Non Volunteer Provider of Last Resort. Subject to the approval of the Contracting Officer, the Contractor will issue an equivalent credit to the Government on a future invoice. This credit must be issued within sixty (60) days of the date the Contractor serving the account.

SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

B.1 CLAUSES INCORPORATED BY REFERENCE

The FAR Can Be Accessed At The Following Internet Address: **http://www.arnet.gov/far/**

(a) **FAR 52.212-1** **Instructions to Offerors-Commercial Items** (JAN 2017)
[Reference FAR 12.301(b)(1)]

Addendum to FAR 52.212-1

The offeror agrees to hold the prices offered in response to this solicitation until 1:30 p.m. on the date specified in Section C.3 of this solicitation.

(b) **FAR 52.212-4** **Contract Terms and Conditions-Commercial Items** (JAN 2017)
[Reference FAR 12.301(b)(3)]

Tailored Addendum To FAR 52.212-4

(k) **TAXES.**

(1) After-imposed Federal, State, or local tax, means any new or increased Federal, State, or local excise tax or duty, or tax that was exempted or excluded on the contract award date but whose exemption was later revoked or reduced, or whose computation was later changed during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax, income tax, or other employment taxes. The contract price shall be increased by the amount of any after-imposed Federal, State or local tax, provided the Contractor warrants, in writing, that no amount for such newly imposed Federal, State, or local excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(2) After-relieved Federal, State, or local tax, means any amount of Federal, State, or local excise tax or duty that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax, income tax, or other employment taxes. The contract price shall be decreased by the amount of any after-relieved Federal, State, or local tax

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE**

(1) In the event of termination, the Contractor shall cease deliveries hereunder with respect to such terminated contract quantities on the first allowable date subsequent to such termination according to the applicable tariff provisions of the local distribution company. For the purposes of this clause, the Contractor will be paid for electricity delivered up to termination and from the termination date until deliveries cease in accordance with tariff provisions of the local distribution company.

(2) In addition to the value of delivered electricity, the termination value shall be calculated using the following formula:

(i) Firm Fixed Price:

$A = \Sigma (B - C)*D$

Where—

A = Termination value.

B = Award price for contract.

C = Forward market price, defined herein.

D = Contract quantity for remaining contract term (based on Exhibit 1).

(A) If the termination value on the date of termination is negative, the Contractor shall not be entitled to any payment.

(B) The forward market price shall be defined as the average of around-the-clock (ATC) energy prices at the applicable ERCOT Zone where the account(s) is located for a term equal to the remaining term of the contract plus any energy supply items that have been purchased in the forward market to supply the account. The Contractor shall base the proposed forward market price in a commercially reasonable manner.

(C) In the event that the Government elects to terminate on a date other than the end of a month, the estimated remaining contract quantity will be calculated by prorating the partial month of service.

NOTE: The termination value formula above shall only apply to electricity purchased on a fixed price basis. The Government shall incur no termination liability for electricity purchased on a locational marginal pricing basis, or on a pass-through basis.

(n) **TITLE.** Title to the electricity supplied by the Contractor under this contract shall pass to the Government upon delivery at the Delivery Point. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of any liens, claims and encumbrances arising prior to delivery at the Delivery Point.

(o) **WARRANTY**. The Contractor warrants and implies that the electricity delivered hereunder conforms to the tariff of the transmitting and/or distributing utility at the Delivery Point.

(p) **LIMITATION OF LIABILITY**. Except as otherwise provided by an express warranty, Contractor shall not be liable to the Government for any consequential, special, incidental, punitive, exemplary or indirect damages or other business interruption damages, except to the extent caused by Contractor's (or that of its agent) gross negligence or willful misconduct.

(c) **FAR 52.216-21** **Requirements** (OCT 1995)
[Reference FAR 16.506(d)]

(d) **FAR 52.217-8** **Option to Extend Services** (NOV 1999)
[Reference FAR 17.208(f)]

B.2 CLAUSES IN FULL TEXT

52.212-2 Evaluation-Commercial Items.
As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

<u>The basis for this evaluation is prescribed in Section D herein.</u>

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.
As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2)and (3)).

_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Nov 2016) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

__ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

__ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

__ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

_X_ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301note).

_X_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

__ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

NOT APPLICABLE (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

NOT APPLICABLE (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

NOT APPLICABLE (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

NOT APPLICABLE (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)
52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.233-2 Service of Protest
[Reference FAR 33.106]

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kenneth M. Shutika, Contracting Officer
GSA, Energy Division (PMAA), Room 5116
1800 F Street, NW
Washington, DC 20405

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

SECTION C: SUBMISSION REQUIREMENTS:

C.1 EVIDENCE OF TECHNICAL ACCEPTABILITY

(a) General: Offerors are required to submit the information below so that the Government may determine the technical acceptability of the offeror without requesting additional information.

(b) General Responsibility: The evidence of technical qualifications required below is in addition to the general responsibility criteria set forth in FAR 9.104. The Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

(c) Minimum Requirements: **Failure to meet any of the following minimum requirements may constitute a technically unacceptable offer.** For the purposes of this section, the experience of the parent or affiliate may be used to satisfy a portion of the requirements. Each offeror must provide evidence:

(1) That they are licensed by the Public Utility Commission of Texas to provide electric supply to retail electric customers and are Electronic Data Interchange (EDI) and otherwise suitably qualified by the TSDPs in which physical delivery will take place.

(2) That they possess a Federal Energy Regulatory Commission (FERC) power marketing license or agreements to deliver intrastate power deliveries in ERCOT. If the offer possesses a FERC power marketing license, include FERC Docket No., Date of Application, and Date of Approval.

(3) That the offeror has firm transmission service agreements and/or network transmission agreements in the offeror's name with the Electric Reliability Council of Texas, Inc (ERCOT) for the interconnection points between the TSDP system and ERCOT to effect delivery to the Delivery Points of this contract.

(4) Offerors must specify in their technical proposal which pricing groups they will be bidding on.

(5) That the offeror either: (a) possesses experience providing firm supply and firm transmission of electricity to at least ten (10) retail electric customers with peak annual demands in excess of 1,000 KW within the TSDP's included in this solicitation during the past 12 months; or (b) possess experience providing firm supply and firm transmission of electricity to one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW within the TSDPs included in this solicitation. Offerors must provide the contact persons and telephone numbers for at least three (3) of the ten (10) electric customers provided for this item or the contact person and telephone number for the one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW.

(6) That the offeror (a) has the financial wherewithal to provide the services required under the contract throughout the term; (b) employs risk management measures related to providing retail electric supply; and (c) has developed plans to supply the energy required by this contract to the Delivery Point. Supply plans must specifically address steps that the offeror will take to minimize risk to the Government in the event of a wholesale supplier default and any protections the Government may be afforded in such event. In addition, Offerors must either provide proof of a current rating of A or better with Moody's or Standards and Poor's or a letter of credit or proof the firm can obtain a letter of credit (performance bonds, etc.) which provides assurance that the Offeror's firm has sufficient financial credit to hedge the volumes of electricity supply they intend to bid on. Offerors that cannot provide proof of a current rating of A or better with Moody's or Standards and Poor's must provide their most recently audited financial statements. Such financial statements shall present the financial position, the results of operations, and cash flows in accordance with United States Generally Accepted Accounting Principles (e.g., GAAP). An auditor's opinion shall accompany the financial statements and such audit shall be conducted in accordance with auditing standards generally accepted in the United States of America.

(7) Provide a description of the type of renewable power that the offeror is proposing to meet the renewable power requirements of this solicitation and the independent third party auditor proposed to meet the requirements of Section A.12. This description must include a confirmation that the renewable power will come from generation sources located in the State of Texas that have been placed in service on or after October 1, 2007 for the first contract year, October 1, 2008 for the second contract year, October 1, 2009 for the third contract year, October 1, 2010 for the fourth contract year and October 1, 2011 for the fifth contract year.

(8) The offeror's DUNS number.

(9) A copy of offeror's SAM registration.

C.2 PRICE PROPOSAL

General. The Offeror shall provide a firm-fixed-price per kWh for sixty (60) full monthly billing cycles. The offered prices must remain constant for the full contract term for the entire pricing group. Offerors do not have to offer pricing for more than one pricing group. Attachment 4 - Price Component Confirmation Table for all Pricing Groups are included and incorporated into the terms and conditions of this solicitation and any resulting contract(s).

Pricing Groups. The Government has divided its requirements into two (2) pricing groups. The rate offered for each pricing group must be the same for every account in the pricing group.

Pricing Group 1 – GSA Centerpoint and Oncor accounts

Pricing Group 2 – GSA AEP accounts

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. Since it is impossible to determine the precise quantities that will be needed during the contract term, the Offeror whose offer is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.

(2) All costs to the facility up to the TSDP's system for each Pricing Groups are to be included in the prices submitted except **applicable excise taxes (including GRT, PUCA fees) and TDSP charges**. (Refer to Attachment 4.)

(3) The Government and the accounts included in this solicitation may be exempt from state and local sales taxes. The Government will cooperate with the Contractor to complete any necessary tax exempt forms.

(4) The offeror agrees to hold the prices in its price proposal firm from the time prices are submitted on June 12, 2018 until 1:30 p.m. ET on June 12, 2018 for each pricing group.

(5) All prices must be fair and reasonable.

C.3 SUBMISSION OF PROPOSALS

This is a two-phased procurement approach. During phase one, the Government will evaluate technical acceptability. Only technically acceptable offers will be invited to submit prices during phase two.

Offeror must submit one (1) original technical proposal with signatures on all documents as required. Evidence of Technical Qualification must be received no later than 2:00 p.m. ET on May 30, 2018. **E-mail, do not mail, submissions of the Evidence of Technical Acceptability to ken.shutika@gsa.gov.** Only e-mail submissions will

be accepted and the e-mail must be marked as RFP GS-00P-18-BSD-1245. Note that GSA will not accept submissions via file servers or other means where GSA is required to download part or all of the technical proposal submission from the offeror's site or a third-party site.

The mailing address for any following up information requested by GSA once technical proposals have been submitted is:

GSA, Energy Division (PMA), Room #5118
1800 F Street, NW
Washington, DC 20405
Attn: Kenneth M. Shutika, Contracting Officer

Price Proposal: All pricing received as a result of this solicitation shall be submitted on June 12, 2018 using an internet based auction transaction platform administered by EnerNOC. In accordance with the rules and mechanics of EnerNOC's auction platform, offerors will be allowed to offer and reoffer pricing until the close of the auction time for each pricing group and accompanying contract term. Auction instructions are detailed on the EnerNOC website: http://www.enernoc.com. The pricing format and the auction schedule can be found at the EnerNOC website.

Auction Schedule: The auction schedule for this solicitation will be posted at
https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=13773

Proposals must include the following in the order listed below:

a) Signed SF1449
b) Signed SF30 for each amendment, if applicable
c) Completed Attachment 3
d) Representations and Certifications (See Section E) if not in offeror's System for Award Management (www.sam.gov) profile.
e) Response to Evidence of Technical Acceptability items 1 - 9 (See Section C.1 for full description of information required).

CAUTION: OFFERORS ARE CAUTIONED THAT ANY AMENDMENTS MUST BE ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.

SECTION D: EVALUATION FACTORS FOR AWARD:

D.1 EVALUATION

Phase 1 (technical acceptability): Upon receipt of technical proposals, the Government will first evaluate the technical acceptability of each offeror in accordance with Section C. Only technically acceptable offerors will be invited to submit prices to the EnerNOC internet platform.

Phase 2 (pricing): Invited offerors will submit pricing in accordance with this solicitation and any additional instructions provided by the Contracting Officer or contained on the EnerNOC website.

D.2 BASIS FOR AWARD

The Government will award a contract to the lowest price, technically acceptable offeror for each of the two pricing groups.

D.3 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN

Depending upon the total dollar value of the resultant awarded contract(s) and the size status of the Contractor, the Contractor may be required to submit a subcontracting plan for small businesses in accordance with FAR Clause 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The Contractor's plan must be submitted within two (2) weeks of the award of this contract.

D.4 POST AWARD REQUIREMENT FOR SERVICE START DATE REPORTING

The winning Contractor(s) will be required to provide a spreadsheet clearly identifying each account number being served as a result of the contract award and the expected start date for each of these accounts. This spreadsheet will be due within twenty-five (25) calendar days after award of the contract.

ATTACHMENT 1 VERIFICATION FROM RENEWABLE ENERGY SUPPLIER

I, (print name and title)_____, verify, on behalf of (name of renewable power/REC provider)_____, that

1) all the renewable power/RECs sold under this GSA Contract No. GS-00P-18-BSD-1245 were generated by eligible renewable energy generators as defined by this Contract;
2) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable power/RECs purchased under this GSA Contract No. GS-00P-18-BSD-1245 were transferred to the Government;
3) the renewable attributes represented by the renewable power/RECs were not sold, marketed or otherwise claimed by a third party; and
4) the renewable attributes comply with the vintage requirements contained in Section A.12 of the contract.

Name of renewable power/REC product:

- _____
- _____
- _____

I further verified that the renewable power/RECs claimed for the product were sold once and only once, and that the electrical energy that was generated with the renewable power/RECs claimed was not sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate. I have authority to submit this report on the company's behalf.

_____ _____

Signature Date
Renewable Power/REC Provider

GENERATOR REGISTRATION FORM

Facility Information

Name of Facility:_____

Address of Facility:_____

Facility ID Number[1]:_____ EIA or QF? (circle one)

Contact Person:_____ Title:_____

Telephone:_____ Fax:_____

Fuel Type	Capacity* (MW)	MWh/RECs Sold	Date Facility First Operational		Period of Delivery (Q#/yy or mm/yy)**
Biomass _____ *(indicate fuel type)*					
Geothermal					
Landfill Gas/ Digester Gas					
Wind					
Solar electric					
Hydroelectric Ocean Waste-to-Energy					

* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.
** List as separate line items MWh for each month or quarter.

Page 1 of 2

[1] Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number.

Verification:

The (indicate) ___ renewable megawatt hours/ ___ renewable attributes listed above were sold exclusively to (name of renewable power/REC provider) _____. Further, 1) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable electricity generation listed below were transferred to the renewable power/REC provider above, 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The facilities that generated all of the (indicate) ___ renewable kilowatt hours/ ___ renewable attributes sold to (name of renewable power/REC supplier) are listed above by fuel type.

I have authority to submit this report on the company's behalf.

Signature:_____Date:_____

This form is used by Government to verify the accuracy of claims made by retail marketers.

Page 2 of 2

ATTACHMENT 2 RENEWABLE POWER/RENEWABLE ENERGY CERTIFICATE NOTIFICATION

(Contractor Name) verifies that Renewable Power/Renewable Energy Certificates in the amounts described below, associated with power generation from the Renewable Resource(s) listed below, have been provided to the Government in accordance with the terms of Contract No. GS-00P-18-BSD-1245 for the period **(Insert Dates).** The Renewable Power/Renewable Energy Certificate(s) provided to Government include emissions, and other environmental characteristics associated with renewable resources. The Renewable Energy Certificate(s) do not include energy, capacity, or other attributes of electrical power. **(Contractor Name)** represents that the environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, that are the subject of this Notification have not been sold, reserved, or conveyed to any party other than Government and that the electric power generated in association with this/these Renewable Power/Renewable Energy Certificate(s) has not been represented to retain or possess such attributes. The Renewable Power/Renewable Energy Certificate(s) that are the subject of this Notification are based upon the generation of electricity from **(Insert type of Renewable Resource(s))** at **(Insert Source Facility Location(s))** The total amount of Renewable Power/Renewable Energy Certificates covered by this Notification is: **(Insert Quantity conveyed in MWhs.**

Insert company name, representative name, signature (typed/printed) and date

ATTACHMENT 3: CONTRACTOR INFORMATION

1. COMPANY:

COMPANY NAME: Agera Energy LLC
ADDRESS:
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

Telephone Number: 914-205-5834
Fax Number:
E-Mail Address:

DUNS Number (SAM) 079-334-523
Tax Identification Number (TIN): 46-5028122
CAGE CODE: 7KE85

---

2. POINT OF CONTACT INFORMATION:

A. For CONTRACT ADMINISTRATION:

Name: Luke Illiano
Address:
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

E-Mail Address: lilliano@ageraenergy.com
Phone: 914-205-5835
FAX:

B. For REMITTANCE

Name: Erica Peterson
Address:
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

E-Mail Address: accountsreceivable@ageraenergy.com
Phone:
FAX:

ATTACHMENT 4: PRICE COMPONENT CONFIRMATION TABLE

GSA TX Spring 2018 Price Component Confirm		
Price Component Confirm Table		
Price Component		Include in Bid Price?
Energy Commodity	Fixed	Yes
Capacity	Fixed	Yes
Ancillary Services	Fixed	Yes
Scheduling	Fixed	Yes
TX Renewable Portfolio Standards (RPS) compliance	Fixed	Yes
Balancing	Fixed	Yes
Fuel Costs	Fixed	Yes
Line Losses including distribution losses to the end-use meter	Fixed	Yes
Congestion Charges including Intrazonal Congestion (HZ to LZ)	Fixed	Yes
Reliability Unit Commitment (RUC)	Fixed	Yes
Operating Reserve Demand Curve (ORDC)	Fixed	Yes
ISO Administrative fees	Fixed	Yes
Qualified Scheduling Entity (QSE)	Fixed	Yes
Minimum of +/- 15% annual bandwidth based on aggregated use of each pricing group	Fixed	Yes
EnerNOC Fee of $.0007 per kWh	Fixed	Yes
Renewable power / Renewable Energy Credits (RECs) that comply with Section A.12 of the GSA Solicitation	Fixed	Yes
Congestion Revenue Rights (CRRs)	Fixed	Yes
Network Firm Transmission	N/A (Utility)	No
Applicable excise taxes and TDSP charges	Pass-through at cost	No
TX Gross Receipts Tax (GRT)	Pass-through at cost	No
TX Public Utility Commission Gross Receipts Assessment tax (PUCA)	Pass-through at cost	No

GSA

GSA Public Buildings Service

November 10, 2016

Mr. Jeremy Schupp
Chief Executive Officer
Agera Energy LLC
555 Pleasantville Rd S 107
Briarcliff Manor, NY 10510

RE: Award of Contract No. GS-00-P-17-PD-D-0015 for electric power supply to the New York Pricing Groups 2-4, 6 and 8

Dear Mr. Schupp:

We are pleased to inform you that Agera Energy LLC (Agera) has offered the lowest price for the New York Pricing Groups 2-4, 6 and 8 included in Solicitation No. GS-00P-17-BSD-1231 for a term of forty-eight (48) months. As such, GSA is pleased to award Contract No. GS-00-P-17-PD-D-0015 to Agera at your offered prices of $0.06105/kWh; $0.06799/kWh; $0.04501/kWh; $0.04189/kWh and $0.04349/kWh respectively for NY Pricing Groups 2-3, 6 and 8 for energy with TOTS, CES, RMR, GRT, and FERC Order 745 charges treated as pass-through pricing elements per the contract terms. Your offered prices also contain various amounts of renewable power content except for Pricing Group 6. The contract start dates are May/June 2017 meter read date (MRD) for accounts as noted on Exhibit 1. We estimate that the total annual contract volume for the contract will be approximately 120,573 MWhs and is valued at an estimated $28,637,849 or $7,159,462 annually not including pass-through charges. The contract also has a six (6) month extension period available. Bills for electric supply will be separately rendered by Agera. A meeting between Agera and the agencies included in the buy will be scheduled in the near future to facilitate delivery order placement and billing.

We look forward to working with Agera on this contract. Should you have any questions, feel free to contact me on (202) 329-1826 or at ken.shutika@gsa.gov.

(b) (6)
[redacted]
Contracting Officer
GSA, Energy Division (PMAA)

Attachment

U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405-0002
www.gsa.gov

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.

PAGE 1 OF 39

2. CONTRACT NO. GS-00-P-17-PD-D-0015

3. AWARD/EFFECTIVE DATE Nov. 10, 2016

4. ORDER NO.

5. SOLICITATION NO. GS-00P-17-BSD-1227

6. SOLICITATION ISSUE DATE 10/6/16

7. FOR SOLICITATION INFORMATION CALL ▶

a. NAME Kenneth M. Shutika

b. TELEPHONE NO. (No collect calls) (202) 329-1826

8. OFFER DUE DATE/LOCAL TIME 11/03/16

9. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039
Washington, DC 20405

10. THIS ACQUISITION IS
☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ SMALL DISADV. BUSINESS
☐ 8(A)
SIC: 4911
SIZE STD: 750 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE
See Block 9 Address

16. ADMINISTERED BY CODE
See Block 9

17a. CONTRACTOR/ OFFEROR CODE 7ke85 FACILITY CODE
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

18a. PAYMENT WILL BE MADE BY CODE
Individual Agencies

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	See SUBMISSION REQUIREMENTS - PRICING SECTION C.1 NY Pricing Groups 2,3,4,6 & 8 48 month term TOTAL (Attach Additional Sheets as Necessary)	See Exhibit 1	kWh	Various see attached	

25. ACCOUNTING AND APPROPRIATION DATA estimated

26. TOTAL AWARD AMOUNT (For Govt. Use Only) $28,637,849

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. ☐ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☒ AWARD OF CONTRACT: REFERENCE your OFFER DATED 11/10/16. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

(b) (6) [redacted]

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Jeremy Schupp CEO

30c. DATE SIGNED 11/2/16

(b) (6) [redacted]

31c. DATE SIGNED Nov. 10, 2016

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

33. SHIP NUMBER ☐ PARTIAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
Computer Generated

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT Prescribed by GSA - FAR (48 CFR) 53.212

STANDARD FORM 1449 (10-95)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10/21/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039/Washington, DC 20405

7. ADMINISTERED BY *(If other than Item 6)* CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR *(No. Street, county, State and ZIP Code)*
Agera Energy LLC

555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE 7ke85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-17-BSD-1227

9B. DATED *(SEE ITEM 11)* 10/6/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)* The subject solicitation is amended to add the option of either consolidated billing through the LDU or dual billing to Section A.7 and to note that a new version of the Exhibit 1 has been posted that includes monthly data. Note that per Section A.7, no price preference will be given from the government in relation to the billing option selected by the Contractor. All other terms and conditions of the solicitation remain the same including the due date and time for pricing.

15A. NAME AND TITLE OF SIGNER *(Type or print)* Jeremy Schupp CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
15C. DATE SIGNED 11/2/16	16C. DATE SIGNED Nov. 10, 2016

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 10/27/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE GSA, Energy Division (PMAA) 1800 F Street, NW, Room 3039/Washington, DC 20405		7. ADMINISTERED BY (If other than Item 6) CODE See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

Agera Energy LLC

555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE | FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11) 10/6/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The Exhibit 1 has been updated to provide additional information. All other terms and conditions of the solicitation remain the same including the due date and time for pricing.

15A. NAME AND TITLE OF SIGNER (Type or print) Jeremy Schupp CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
15C. DATE SIGNED 11/2/16	16C. DATE SIGNED Nov. 10, 2016

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 11/07/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE GSA, Energy Division (PMAA) 1800 F Street, NW, Room 3039/Washington, DC 20405		7. ADMINISTERED BY (If other than Item 6) CODE See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-17-BSD-1227

9B. DATED (SEE ITEM 11) 10/6/16

10A. MODIFICATION OF CONTRACT/ORDER NO

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The subject solicitation is hereby amended to update Exhibit 1. This amendment provides new information for three accounts as noted on the Exhibit. Additionally, GSA is providing clarification on the following solicitation item. The State of New York's Renewable Portfolio Standard expired earlier this year and is being replaced by the New York Clean Energy Standard. All costs associated with the Clean Energy Standard including Zero Emission Credits (ZECs) are to be treated as pass through costs and are not to be included in bid prices. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Steve Laker COO	Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
15C. DATE SIGNED 11-7-2016	16C. DATE SIGNED Nov. 10, 2016

STANDARD FORM 30 (REV. 10-83)
PREVIOUS EDITION UNUSABLE Computer Generated Prescribed by GSA
FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
0004	11/09/2016		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
Agera Energy LLC

555 Pleasantville RD S 107
Briarcliff manor ny 10510

CODE 7ke85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
GS-00P-17-BSD-1227

9B. DATED (SEE ITEM 11)
10/6/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The subject solicitation is hereby amended to update Exhibit 1. The account that comprises Pricing Group 1 inadvertently had only 11 months usage data rather than 12 months. We have added the 12th month to the updated Exhibit 1. Offerors may either sign this Amendment No. 4 or send the Contracting Officer (ken.shutika@gsa.gov) an email acknowledging the update. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)
Steve Laker COO

(b) (6) [redacted]

15C. DATE SIGNED
11/10/16

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Kenneth M. Shutika
Energy Management Officer

(b) (6) [redacted]

16C. DATE SIGNED
Nov. 10, 2016

FP VIEW: 55692 - RETAIL ELECTRICITY

EDIT CLONE

General Information

Description:	PG 2 - ConEd - Fixed All-In - 20% RECs - 48 mo - Fixed - 20% Green	Total Quantity (Term):	33,769,104 kWh
Customer Name:	General Services Administration (GSA)	Number of Accounts:	17
Customer Contact:	Brian Magden	Maximum Demand:	
Deal Number:	31883 Announcement: 11216	Last Updated:	Kenneth Stambler, 11/10/2016 10:14:40 A
State/Province:	New York		
Country:	USA		
Delivery Point:	Consolidated Edison Company of New York (ELE) Zone J		
Load Type:			
Rate Class:	Multiple		

Auction Information

Auction Start Time	11/10/2016 10:00:00 AM	RFP Status:	Active
Auction End Time:	11/10/2016 12:10:00 PM	Opening Bid ($/kWh):	0.10000
Auction Type:	Open	Reserve Price ($/kWh):	N/A
Auction Format:	Reverse - Buy	Time Left:	Auction Ended
Auction Currency:	USD - US Dollar	Total Bids:	23
Bid Significant Digits:	5	Low Bid ($/kWh):	0.06105
Bid Increment ($/kWh):	0.00001	Low Bidder:	Agera Energy, LLC

Contract Information

Delivery Start Date:	5/1/2017
Delivery End Date:	4/30/2021
Contract Duration:	48 months
Bill Type:	Dual
Payment Terms (days):	30
Payment Terms Description:	Days from Receipt
Transaction Type:	Physical

Additional Contract Information

Exact Volumes:	False	Minimum Bandwidth Required (%):	15.00
Full Requirements:	True	Fixed Price Conversion Rights Requested:	False

Pricing Information

Form of Pricing:	Fixed	Pricing Index:	
		Index Price Estimate:	

Pricing Components

Please exclude CES & TOTs

Renewable Power Information

Additional Renewable Power:	Yes
Renewable Power (%):	20.00

Additional Information

Comments to Bidders.

Sealed Bid Optional Parameters

Matrix Pricing:	False	Allow Partial Volume:	False
Binding:	False	Minimum Volume (Term):	
Bid/Offer Emails:	On Except Day Auction Ends		

Bidder Engagement Rules

RFP VIEW: 55693 - RETAIL ELECTRICITY

EDIT CLONE

General Information

Description:	PG 3 - ConEd - Fixed All-In - 100% RECs - 48 mo - Fixed - 100% Green	Total Quantity (Term):	281,943,072 kWh
Customer Name:	General Services Administration (GSA)	Number of Accounts:	20
Customer Contact:	Brian Magden	Maximum Demand:	
Deal Number:	31883 Announcement: 11216	Last Updated:	Kenneth Stambler, 11/10/2016 10:14:41 A
State/Province:	New York		
Country:	USA		
Delivery Point:	Consolidated Edison Company of New York (ELE) Zone J		
Load Type:			
Rate Class:	Multiple		

Auction Information

Auction Start Time:	11/10/2016 10:00:00 AM	RFP Status:	Active
Auction End Time:	11/10/2016 12:15:00 PM	Opening Bid ($/kWh):	0.10000
Auction Type:	Open	Reserve Price ($/kWh):	N/A
Auction Format:	Reverse - Buy	Time Left:	Auction Ended
Auction Currency:	USD - US Dollar	Total Bids:	18
Bid Significant Digits:	5	Low Bid ($/kWh):	0.06799
Bid Increment ($/kWh):	0.00001	Low Bidder:	Agera Energy, LLC

Contract Information

Delivery Start Date:	5/1/2017
Delivery End Date:	4/30/2021
Contract Duration:	48 months
Bill Type:	Dual
Payment Terms (days):	30
Payment Terms Description:	Days from Receipt
Transaction Type:	Physical

Additional Contract Information

Exact Volumes:	False	Minimum Bandwidth Required (%):	15.00
Full Requirements:	True	Fixed Price Conversion Rights Requested:	False

Pricing Information

Form of Pricing:	Fixed	Pricing Index:	
		Index Price Estimate:	

Pricing Components

Please exclude CES & TOTs

Renewable Power Information

Additional Renewable Power:	Yes
Renewable Power (%):	100.00

Additional Information

Comments to Bidders:

Sealed Bid Optional Parameters

Matrix Pricing:	False	Allow Partial Volume:	False
Binding:	False	Minimum Volume (Term):	
Bid/Offer Emails:	On Except Day Auction Ends		

Bidder Engagement Rules

RFP VIEW: 55694 - RETAIL ELECTRICITY

EDIT CLONE

General Information

Description:	PG 4 - NGrid - Fixed All-In - 20% RECs - 48 mo - Fixed - 20% Green	Total Quantity (Term):	116,006,044 kWh
Customer Name:	General Services Administration (GSA)	Number of Accounts:	2
Customer Contact:	Brian Magden	Maximum Demand:	
Deal Number:	31883 Announcement: 11216	Last Updated:	Kenneth Stambler, 11/10/2016 10:14:41 A
State/Province:	New York		
Country:	USA		
Delivery Point:	National Grid - Niagara Mohawk (ELE)		
Load Type:			
Rate Class:	Multiple		

Auction Information

Auction Start Time	11/10/2016 10:00:00 AM	RFP Status:	Active
Auction End Time:	11/10/2016 12:20:00 PM	Opening Bid ($/kWh):	0.10000
Auction Type:	Open	Reserve Price ($/kWh):	N/A
Auction Format:	Reverse - Buy	Time Left:	Auction Ended
Auction Currency:	USD - US Dollar	Total Bids:	18
Bid Significant Digits:	5	Low Bid ($/kWh):	0.04501
Bid Increment ($/kWh):	0.00001	Low Bidder:	Agera Energy, LLC

Contract Information

Delivery Start Date:	5/1/2017
Delivery End Date:	4/30/2021
Contract Duration:	48 months
Bill Type:	Dual
Payment Terms (days):	30
Payment Terms Description:	Days from Receipt
Transaction Type:	Physical

Additional Contract Information

Exact Volumes:	False	Minimum Bandwidth Required (%):	15.00
Full Requirements:	True	Fixed Price Conversion Rights Requested:	False

Pricing Information

Form of Pricing:	Fixed	Pricing Index:	
		Index Price Estimate:	

Pricing Components

Please exclude CES & TOTs

Renewable Power Information

Additional Renewable Power:	Yes
Renewable Power (%):	20.00

Additional Information

Comments to Bidders:

Sealed Bid Optional Parameters

Matrix Pricing:	False	Allow Partial Volume:	False
Binding:	False	Minimum Volume (Term):	
Bid/Offer Emails:	On Except Day Auction Ends		

Bidder Engagement Rules

RFP VIEW: 55696 - RETAIL ELECTRICITY

EDIT CLONE

General Information

Description:	PG 6 - NYSEG - Fixed All-In - 0% RECs - 48 mo - Fixed	Total Quantity (Term):	8,741,628 kWh
Customer Name:	General Services Administration (GSA)	Number of Accounts:	3
Customer Contact:	Brian Magden	Maximum Demand:	
Deal Number:	31883 Announcement: 11216	Last Updated:	Kenneth Stambler, 11/10/2016 10:14:42 A
State/Province:	New York		
Country:	USA		
Delivery Point:	New York State Electric & Gas Corp (ELE)		
Load Type:			
Rate Class:	Multiple		

Auction Information

Auction Start Time	11/10/2016 10:00:00 AM	RFP Status:	Active
Auction End Time:	11/10/2016 12:30:00 PM	Opening Bid ($/kWh):	0.10000
Auction Type:	Open	Reserve Price ($/kWh):	N/A
Auction Format:	Reverse - Buy	Time Left:	Auction Ended
Auction Currency:	USD - US Dollar	Total Bids:	14
Bid Significant Digits:	5	Low Bid ($/kWh):	0.04189
Bid Increment ($/kWh):	0.00001	Low Bidder:	Agera Energy, LLC

Contract Information

Delivery Start Date:	5/1/2017
Delivery End Date:	4/30/2021
Contract Duration:	48 months
Bill Type:	Dual
Payment Terms (days):	30
Payment Terms Description:	Days from Receipt
Transaction Type:	Physical

Additional Contract Information

Exact Volumes:	False	Minimum Bandwidth Required (%):	15.00
Full Requirements:	True	Fixed Price Conversion Rights Requested:	False

Pricing Information

Form of Pricing:	Fixed	Pricing Index:	
		Index Price Estimate:	

Pricing Components

Please exclude CES & TOTs

Renewable Power Information

Additional Renewable Power:	Yes
Renewable Power (%):	0.00

Additional Information

Comments to Bidders:

Sealed Bid Optional Parameters

Matrix Pricing:	False	Allow Partial Volume:	False
Binding:	False	Minimum Volume (Term):	
Bid/Offer Emails:	On Except Day Auction Ends		

Bidder Engagement Rules

Enforce Bidder Credit:	False

RFP VIEW: 55810 - RETAIL ELECTRICITY

EDIT CLONE

General Information

Description:	PG & - RG&E - Fixed All-In - 20% RECs - 48 mo - Fixed - 20% Green	Total Quantity (Term):	41,833,088 kWh
Customer Name:	General Services Administration (GSA)	Number of Accounts:	7
Customer Contact:	Brian Magdon	Maximum Demand:	
Deal Number:	31883 Announcement: 11216	Last Updated:	Kenneth Stambler, 11/10/2016 10:16:33 A
State/Province:	New York		
Country:	USA		
Delivery Point:	Rochester Gas and Electric Corporation (ELE)		
Load Type:			
Rate Class:	Multiple		

Auction Information

Auction Start Time:	11/10/2016 10:00:00 AM	RFP Status:	Active
Auction End Time:	11/10/2016 12:40:00 PM	Opening Bid ($/kWh):	0.10000
Auction Type:	Open	Reserve Price ($/kWh):	N/A
Auction Format:	Reverse - Buy	Time Left:	Auction Ended
Auction Currency:	USD - US Dollar	Total Bids:	10
Bid Significant Digits:	5	Low Bid ($/kWh):	0.04349
Bid Increment ($/kWh):	0.00001	Low Bidder:	Agera Energy, LLC

Contract Information

Delivery Start Date:	5/1/2017
Delivery End Date:	4/30/2021
Contract Duration:	48 months
Bill Type:	Dual
Payment Terms (days):	30
Payment Terms Description:	Days from Receipt
Transaction Type:	Physical

Additional Contract Information

Exact Volumes:	False	Minimum Bandwidth Required (%):	15.00
Full Requirements:	True	Fixed Price Conversion Rights Requested:	False

Pricing Information

Form of Pricing:	Fixed	Pricing Index:	
		Index Price Estimate:	

Pricing Components

Please exclude CES & TOTs

Renewable Power Information

Additional Renewable Power:	Yes
Renewable Power (%):	20.00

Additional Information

Comments to Bidders:
0

Sealed Bid Optional Parameters

Matrix Pricing:	False	Allow Partial Volume:	False
Binding:	False	Minimum Volume (Term):	
Bid/Offer Emails:	On Except Day Auction Ends		

Bidder Engagement Rules

Pricing Group	Utility	Renewable	Agency	Utility Account #	Service Address	Service Address City	Values Sum of Historical Annual kWhs	Sum of Auction Annual kwhs
2	Con Ed	20%	DOI	295121215000009	@99 ST COR 165 AV ENT	HOWARD BEACH	5,002	5,002
				295121217000007	175-10 CROSS BAY BLVD ENT	FAR ROCKAWAY	100,520	100,520
				299020010000014	165 AVE & 96 ST	JACKSON HGTS	31,358	31,358
				299020010100012	165 AVE & 98 ST	JACKSON HGTS	31,358	31,358
				695102020500009	@ BELT PKWY & EMMONS	BROOKLYN	10	10
				695108050000000	@ FLATBUSH AV & FLOYD	BROOKLYN	5,064,000	5,064,000
				695108055000005	@FLYD BNNETT FLD HANGER 4	BROOKLYN	120	120
				699020010100018	S/S BELT PKWY FLAT KNAPP	BROOKLYN	14,701	14,701
				795115039900001	@MILLER FIELD	STATEN ISLAND	37,600	37,600
				795115043500003	3270 HYLAN BLVD QPH	STATEN ISLAND	17,514	17,514
				795115043700009	3270 HYLAN BLVD PMF	STATEN ISLAND	19,782	19,782
				795115045000002	3270 HYLAN BLVD SCHL	STATEN ISLAND	7,848	7,848
			Smithsonian	495101020000004	1 BOWLING GREEN ENT	NEW YORK	3,077,200	3,077,200
			USCG	299068000100005	GOVERNOR ISL	ASTORIA	211	211
				590715159000008	@KIRBY LANE	RYE	9,252	9,252
				795105002000004	3075 RICHMOND TERR USCG	STATEN ISLAND	21,408	21,408
				799068000100000	@ FT OF ROMA AVE WEND	STATEN ISLAND	4,392	4,392
2 Total							8,442,276	8,442,276

Pricing Group	Utility	Renewable	Agency	Utility Account #	Service Address	Service Address City	Values Sum of Historical Annual kWhs	Sum of Auction Annual kwhs
3	Con Ed	100%	GSA	299121585910007	90-04 161 ST 1FL	JAMAICA	94,680	94,680
				395510200000009	820 CONCOURSE VILL W ENT	BRONX	589,600	589,600
				495101010000014	1 BOWLING GREEN ENTM	NEW YORK	2,907,200	2,780,912
				495103080000007	@PEARL ST & PARK ROW	NEW YORK	6,156	6,156
				495107111200007	40 FOLEY SQ ENT	NEW YORK	13,248	13,248
				495108090000004	290 BROADWAY ENT	NEW YORK	11,408,000	10,951,680
				495108100000002	@ST ANDREWS & CARDINAL HA	NEW YORK	5,772	5,772
				495118323220006	480 PEARL ST ENT	NEW YORK	12,475,200	11,976,192
				495118323240004	500 PEARL ST ENT	NEW YORK	10,314	10,314
				495118323260002	505 PEARL ST ENT	NEW YORK	3,287,200	3,287,200
				495118323270001	505 PEARL ST 1ENT	NEW YORK	2,198,400	2,198,400
				495118323280000	505 PEARL ST 2ENT	NEW YORK	3,064,800	3,064,800
				495118323400004	26 FEDERAL PLAZA 4BTH	NEW YORK	6,714	6,714
				495118323500001	26 FEDERAL PLAZA ENT	NEW YORK	34,206,400	32,838,144
				590714145440022	88 S LEXINGTON AVE CORT	WHITE PLAINS	2,318,400	2,225,664
				695111001000012	170 KING ST 1R	BROOKLYN	27,252	27,252
				695111001500003	180 KING ST ENT	BROOKLYN	45,918	45,918
				695111002000003	200 KING ST ENT	BROOKLYN	26,892	26,892
				695111002010002	188 KING ST ENT	BROOKLYN	54,630	54,630
				695112040000005	7725 NEW UTRECHT AVE ENT	BROOKLYN	271,600	271,600
3 Total							**73,018,376**	**70,485,768**

Pricing Group	Utility	Renewable	Agency	Utility Account #	Service Address	Service Address City	Values Sum of Historical Annual kWhs	Sum of Auction Annual kwhs
4	National Grid	20%	VA	7147660103	800 IRVING AVE, PO #528-C14072	SYRACUSE	13,247,732	9,885,132
				3919170105	3495 BAILEY AVE	BUFFALO	19,116,379	19,116,379
4 Total							**32,364,111**	**29,001,511**

Pricing Group	Utility	Renewable	Agency	Utility Account #	Service Address	Service Address City	Values Sum of Historical Annual kWhs	Sum of Auction Annual kwhs
6	NYSE&G	0%	GSA	078100200730005	15 HENRY ST	BINGHAMTON	562,800	562,800
				164200801445014	636A W WASHINGTON ST	GENEVA	31,080	31,080
			USDA	10010796406	538 TOWER RD	ITHACA	1,591,527	1,591,527
6 Total							**2,185,407**	**2,185,407**

Pricing Group	Utility	Renewable	Agency	Utility Account #	Service Address	Service Address City	Values Sum of Historical Annual kWhs	Sum of Auction Annual kwhs
8	RGE	20%	GSA	2001-22-15248	100 STATE ST	Rochester	2,680,399	2,680,399
			VA	2001-1709-456	400 FORT HILL AVE	CANANDAIGUA	7,693,386	7,693,386
				2001-1709-613	400 FORT HILL AVE	CANANDAIGUA	245	245
				2001-1709-704	400 FORT HILL AVE	CANANDAIGUA	4,305	4,305
				2001-1709-886	400 FORT HILL AVE	CANANDAIGUA	22,128	22,128
				2001-1709-951	400 FORT HILL AVE	CANANDAIGUA	28,270	28,270
				2001-1720-032	400 FORT HILL AVE	CANANDAIGUA	29,519	29,519
8 Total							10,458,252	10,458,252

Pricing Group	Utility	Agency	GSA Building #	Renewable	Start Month	Utility Account #	POD ID #	Service Address	Service Address City	Historical Annual kWhs	Auction Annual kwhs	Notes
1	Central Hudson	VA	N/A	20%	May-17	7121-8963-00		Castle Point Rd	Castle Point	9,093,879	9,093,879	
2	Con Ed	DOI	N/A	20%	May-17	295121215000009		@99 ST COR 165 AV ENT	HOWARD BEACH	5,002	5,002	
2	Con Ed	DOI	N/A	20%	May-17	295121217000007		175-10 CROSS BAY BLVD ENT	FAR ROCKAWAY	100,520	100,520	
2	Con Ed	DOI	N/A	20%	May-17	695108050000000		@ FLATBUSH AV & FLOYD	BROOKLYN	5,064,000	5,064,000	
2	Con Ed	DOI	N/A	20%	May-17	695108055000005		@FLYD BNNETT FLD HANGER 4	BROOKLYN	120	120	
2	Con Ed	DOI	N/A	20%	May-17	795115039900001		@MILLER FIELD	STATEN ISLAND	37,600	37,600	
2	Con Ed	DOI	N/A	20%	May-17	795115043500003		3270 HYLAN BLVD QPH	STATEN ISLAND	17,514	17,514	
2	Con Ed	DOI	N/A	20%	May-17	795115043700009		3270 HYLAN BLVD PMF	STATEN ISLAND	19,782	19,782	
2	Con Ed	DOI	N/A	20%	May-17	795115045000002		3270 HYLAN BLVD SCHL	STATEN ISLAND	7,848	7,848	
2	Con Ed	DOI	N/A	20%	Jun-17	299020010000014		165 AVE & 96 ST	JACKSON HGTS	31,358	31,358	
2	Con Ed	DOI	N/A	20%	Jun-17	299020010100012		165 AVE & 98 ST	JACKSON HGTS	31,358	31,358	
2	Con Ed	DOI	N/A	20%	Jun-17	695102020500009		@ BELT PKWY & EMMONS	BROOKLYN	10	10	
2	Con Ed	DOI	N/A	20%	Jun-17	699020010100018		S/S BELT PKWY FLAT KNAPP	BROOKLYN	14,701	14,701	
2	Con Ed	Smithsonian	N/A	20%	Jun-17	495101020000004		1 BOWLING GREEN ENT	NEW YORK	3,077,200	3,077,200	
2	Con Ed	USCG	N/A	20%	May-17	299068000100005		GOVERNOR ISL	ASTORIA	211	211	
2	Con Ed	USCG	N/A	20%	May-17	590715159000008		@KIRBY LANE	RYE	9,252	9,252	
2	Con Ed	USCG	N/A	20%	May-17	795105002000004		3075 RICHMOND TERR USCG	STATEN ISLAND	21,408	21,408	
2	Con Ed	USCG	N/A	20%	Jun-17	799068000100000		@ FT OF ROMA AVE WEND	STATEN ISLAND	4,392	4,392	
3	Con Ed	GSA	NY0130ZZ	100%	May-17	495103080000007		@PEARL ST & PARK ROW	NEW YORK	6,156	6,156	
3	Con Ed	GSA	NY0130ZZ	100%	May-17	495107111200007		40 FOLEY SQ ENT	NEW YORK	13,248	13,248	
3	Con Ed	GSA	NY0130ZZ	100%	May-17	495108100000002		@ST ANDREWS & CARDINAL HA	NEW YORK	5,772	5,772	
3	Con Ed	GSA	NY0130ZZ	100%	May-17	495118323260002		505 PEARL ST ENT	NEW YORK	3,287,200	3,287,200	
3	Con Ed	GSA	NY0130ZZ	100%	May-17	495118323270001		505 PEARL ST 1ENT	NEW YORK	2,198,400	2,198,400	
3	Con Ed	GSA	NY0130ZZ	100%	May-17	495118323280000		505 PEARL ST 2ENT	NEW YORK	3,064,800	3,064,800	
3	Con Ed	GSA	NY0131ZZ	100%	Jun-17	495101010000014		1 BOWLING GREEN ENTM	NEW YORK	2,907,200	2,790,912	ESPC
3	Con Ed	GSA	NY0282ZZ	100%	May-17	495118323400004		26 FEDERAL PLAZA 48TH	NEW YORK	6,714	6,714	
3	Con Ed	GSA	NY0282ZZ	100%	May-17	495118323500001		26 FEDERAL PLAZA ENT	NEW YORK	34,208,400	32,838,144	ESPC
3	Con Ed	GSA	NY0350ZZ	100%	May-17	495108090000004		290 BROADWAY ENT	NEW YORK	11,408,000	10,951,680	ESPC
3	Con Ed	GSA	NY0351ZZ	100%	May-17	495118323220008		480 PEARL ST ENT	NEW YORK	12,475,200	11,976,192	ESPC
3	Con Ed	GSA	NY0351ZZ	100%	May-17	495118323240004		500 PEARL ST ENT	NEW YORK	10,314	10,314	
3	Con Ed	GSA	NY0353ZZ	100%	May-17	590714145440022		88 S LEXINGTON AVE CORT	WHITE PLAINS	2,318,400	2,225,664	ESPC
3	Con Ed	GSA	NY7461ZZ	100%	May-17	395510200000009		820 CONCOURSE VILL W ENT	BRONX	589,600	589,600	
3	Con Ed	GSA	NY7492ZZ	100%	May-17	695111001000012		170 KING ST 1R	BROOKLYN	27,252	27,252	
3	Con Ed	GSA	NY7492ZZ	100%	May-17	695111001500003		190 KING ST ENT	BROOKLYN	45,918	45,918	
3	Con Ed	GSA	NY7492ZZ	100%	May-17	695111002000003		200 KING ST ENT	BROOKLYN	26,892	26,892	
3	Con Ed	GSA	NY7492ZZ	100%	May-17	695111002010002		188 KING ST ENT	BROOKLYN	54,630	54,630	
3	Con Ed	GSA	NY7496ZZ	100%	May-17	695112040000005		7725 NEW UTRECHT AVE ENT	BROOKLYN	271,600	271,600	
3	Con Ed	GSA	NY7529ZZ	100%	May-17	299121585910007		90-04 161 ST 1FL	JAMAICA	94,680	94,680	
4	National Grid	VA	N/A	20%	May-17	7147660103		800 IRVING AVE, PO #528-C14072	SYRACUSE	13,247,732	9,885,132	Cogeneration
4	National Grid	VA	N/A	20%	May-17	3919170105		3495 BAILEY AVE	BUFFALO	19,116,378	19,116,378	
5	National Grid	GSA	NY0002ZZ	100%	May-17	0171271104		0 MAIDEN LN	ALBANY	1,325,455	1,325,455	
5	National Grid	GSA	NY0218ZZ	100%	May-17	0124954105		10 BROAD ST	UTICA	536,700	536,700	
5	National Grid	GSA	NY0371ZZ	100%	May-17	9624768028		70 NIAGARA SQ, US FEDERAL COURTHOUS	BUFFALO	3,349,882	3,349,882	
5	National Grid	GSA	NY7248ZZ	100%	May-17	1101110017		110 WADE RD	LATHAM	483,360	483,360	
6	NYSE&G	GSA	NY0016ZZ	0%	May-17	078100200730005	N01000000200196	15 HENRY ST	BINGHAMTON	562,800	562,800	
6	NYSE&G	GSA	NY7179ZZ	0%	May-17	164200801445014	N01000007542731	636A W WASHINGTON ST	GENEVA	31,080	31,080	
6	NYSE&G	USDA	N/A	0%	May-17	10010796406	N01000000199711	538 TOWER RD	ITHACA	1,591,527	1,591,527	
7	ORU	USBP	N/A	20%	May-17	0696958004	-	0 SANITORIUM RD	OTISVILLE	5,687,316	5,687,316	
7	ORU	USBP	N/A	20%	May-17	0717958008	-	2 MILE RD	OTISVILLE	972,510	972,510	
7	ORU	USBP	N/A	20%	May-17	4554676009	-	0 SANITARIUM RD	OTISVILLE	4,534	4,534	
7	ORU	USBP	N/A	20%	May-17	4834004003	-	0 COUNTY ROUTE 61	WESTBROOKVILLE	309,500	309,500	
7	ORU	USBP	N/A	20%	May-17	5919676006	-	0 SANITARIUM RD	OTISVILLE	1,236	1,236	
7	ORU	USBP	N/A	20%	May-17	6045677009	-	0 SANATORIUM RD	OTISVILLE	2,003	2,003	
7	ORU	USBP	N/A	20%	May-17	6066677009	-	0 SANITORIUM RD	OTISVILLE	24,961	24,961	
7	ORU	USBP	N/A	20%	May-17	6087677009	-	2 MILE DR	OTISVILLE	2,941	2,941	
8	RGE	GSA	NY0304ZZ	20%	May-17	2001-22-15248	R01000059011270	100 STATE ST	Rochester	2,680,399	2,680,399	
8	RGE	VA	N/A	20%	May-17	2001-1709-456	R01000000041509	400 FORT HILL AVE	CANANDAIGUA	7,693,386	7,693,386	
8	RGE	VA	N/A	20%	May-17	2001-1709-613	R01000056048119	400 FORT HILL AVE	CANANDAIGUA	245	245	
8	RGE	VA	N/A	20%	May-17	2001-1709-704	R01000056048127	400 FORT HILL AVE	CANANDAIGUA	4,305	4,305	
8	RGE	VA	N/A	20%	May-17	2001-1709-886	R01000056405475	400 FORT HILL AVE	CANANDAIGUA	22,128	22,128	
8	RGE	VA	N/A	20%	May-17	2001-1709-951	R01000056048226	400 FORT HILL AVE	CANANDAIGUA	28,270	28,270	
8	RGE	VA	N/A	20%	May-17	2001-1720-032	R01000049232994	400 FORT HILL AVE	CANANDAIGUA	29,519	29,519	

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NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA: ELECTRONIC MAIL AT ken.shutika@gsa.gov

SECTION A: SCOPE OF WORK

A.1 GENERAL

The General Services Administration (GSA or Government) is requesting proposals for the supply of all electricity supply commodity components up to the delivery point including energy, capacity, ancillary services, scheduling, renewable portfolio standard (RPS) requirements, balancing, line losses and network firm transmission necessary for the firm supply of electricity to a number of federal facilities located in the State of New York. The successful offeror (i.e. Contractor) will supply the full requirements of such electricity for forty-eight (48) full monthly billing cycles for accounts included in this contract. The Government has placed its requirements into eight (8) pricing groups. The start dates for deliveries will vary and range from the billing cycle that begins with the applicable utilities' May 2017 meter read date unless noted on Exhibit 1. Any projected changes in anticipated loads will be reflected in Exhibit 1.

All quantities required to be supplied to facilities included in this contract shall be considered firm requirements ("firm" means electric supply that will not be interrupted unless such interruption is due to a Force Majeure as defined in Section B) for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all actual, direct penalties assessed to facilities for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the Local Distribution Utility (LDU) at the Delivery Point for the accounts specified in Exhibit 1. The Government has organized its requirements for this solicitation in an Exhibit as described below.

Exhibit 1 consists of Excel spread sheets that specify the accounts included in this contract and provides aggregate totals. For each account, the following information is provided if available:

(a) LDU rate schedule;
(b) LDU account number;
(c) Agency/account holder;
(d) General Service Location;
(e) LDU;
(f) Monthly consumption (kWh);
(g) Registered monthly on-peak demand (KW) per LDU tariff definition;
(h) Registered monthly maximum demand (KW) per LDU tariff definition;
(i) Monthly on-peak KWH per LDU tariff definition;
(j) Monthly interm KWH per LDU tariff definition;
(k) Monthly off-peak KWH per LDU tariff definition;
(l) Monthly billing days;
(m) Monthly load factor;
(n) Range of meter read dates throughout the year;
(o) Whether hourly interval data is provided for the account (information on separate spread sheets).

A.2 DELIVERY POINT

The Delivery Point for such electricity shall be that point on the electric system at which the LDU takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities identified in Exhibit 1 of this contract. The Delivery Point shall be where the facility takes title to the electricity.

A.3 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the LDU and the interstate/intrastate transmission companies.

A.4 CREDIT FOR DEFAULT SUPPLY SERVICE

If at any time (unless under a condition of Force Majeure) an account covered by this contract is forced to accept default supply service from the LDU serving in its capacity as the utility supplier of last resort solely as a result of action/inaction by the Contractor, the Contractor shall be responsible for payment of the additional supply costs, if any, incurred.

A.5 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor prior to the Delivery Point and shall pass to the Government at and after the Delivery Point specified for each facility.

A.6 PROTECTION OF CONTRACT INFORMATION

The Government will take the necessary and usual steps to maintain the confidentiality of information submitted by offerors prior to award of the contract. The Contractor is advised that the Government will make all contract prices publicly available for the full contract period.

A.7 PAYMENT AND BILLING

For the purposes of this contract, the Contractor in its offer must select which billing option it is offering – single billing through the LDU or a dual billing option. No price preference will be given from the government in relation to the billing option selected by the Contractor. It shall be the Contractor's responsibility to ensure that proper reimbursement for electricity delivered to the Delivery Point is obtained from the LDU in accordance with applicable procedures of the appropriate regulatory bodies. Once the first billing period has taken place and bills have been received by the Government, Contractors will not be allowed to change the billing option without prior approval from GSA.

If the dual billing option is selected, the Government shall pay the Contractor through monthly bills rendered by the Contractor for each account included in this contract. The Contractor shall use the LDU's meters, meter readings, and billing cycles for the computation of bills. The Contractor must establish its own account number for the Government account and provide the corresponding LDU account number on each monthly bill. The Contractor's bill shall encompass ALL applicable charges for the electricity delivered under this contract (i.e. generation, transmission, and ancillary services, etc.) delivered to the Delivery Point in accordance with the Contract terms and conditions. Payment shall be made in accordance with FAR 32.9 (Prompt Payment), see incorporated clause 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), the incorporated clause 52.232-33 shall apply. Prior to the initiation of service under this contract, the Government account holders will provide the Contractor with all necessary billing information required for the processing of bills.

It shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing. If the dual billing option is selected, the Contractor shall ensure that the data that is normally provided to full service customers appears on the bill. Such information shall include current billing period usage (kWh), current billing period capacity and transmission charges for large accounts, capacity and transmission obligation demand figures and monthly demand amounts for large accounts, current billing period charges, previous billing period balance, and previous billing period payment.

A.8 ANTI-DEFICIENCY

In accordance with the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)), nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of the contract or to involve the Government in an obligation for the future expenditure of moneys before an appropriation is made.

A.9 AUTHORIZED USERS

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in GSA Order ADM 4800.2E (as updated) are eligible to use this contract.

A.10 ADDING AND DELETING FACILITIES TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities eligible to compete their electric requirements but not included in Exhibit 1 may request to satisfy their competitive electric requirements by use of this contract. In that event, the Government shall provide the Contractor with the facility's electric requirement and the two parties shall mutually agree as to whether to extend the full terms and conditions of this contract to such facility. Adding a facility(ies) shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award.

It is possible that certain authorized facilities included in Exhibit 1 may seek to be removed from the contract prior to the contract's termination date. In that event, the government shall provide the Contractor with a written notice 45 business days before the deletion. Deleting facilities shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award. When accounts are deleted, the methodology provided in Section A.14 shall be used to calculate early termination charges, if any. The provisions of this paragraph shall not apply to accounts with early end dates noted in Exhibit 1 at the time of contract award.

A.11 EXTENSION PROVISIONS

(a) The Government may request extension of performance, one or more times, in accordance with the existing contract terms and conditions, so long as the total additional performance period does not exceed six (6) months. If the Contractor declines to extend at the existing prices, the Government may propose a new firm fixed price for the extension. Extension of Firm Fixed Prices must be accompanied by the agreement of all parties (bilateral modification). Failure to agree will result in the expiration of the contract at the end of the current performance period.

(b) Notice of request for bilateral extension will be furnished to the Contractor not later than 45 days prior to the expiration of the contract or any extension thereof. However, nothing precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice prior to the 45 days.

(c) Notice of request for bilateral extension of this contract shall be considered to have been accomplished at the time the Government deposits written notification in the mail or provides such notification by facsimile transmission.

A.12 RENEWABLE POWER FOR FACILITIES IN THIS CONTRACT

The power content for Pricing Groups one (1), two (2), four (4), seven (7) and eight (8) shall contain delivered renewable power or renewable energy certificates (RECs) equivalent to twenty (20) percent of the total usage required by the accounts as specified in Section C.2 and on Exhibit 1 of the contract. The power content for Pricing Groups three (3) and five (5) shall contain delivered renewable power or RECs equivalent to one hundred (100) percent of the total usage required by the accounts as specified in Section C.2 and on Exhibit 1 of the contract. The renewable power/REC content requirements are in addition to any renewable power required to comply with the State of New York's renewable portfolio standard (RPS) requirements, as applicable, during the term of any resultant contract(s). There are no geographic restrictions related to the RECs provided to meet this requirement. The renewable power that the offeror provides must come from renewable resources that have been placed in service within 10 years prior to the start of the Government's fiscal year for each year of the contract. For the contract's first year, resources will need to have been placed in service on or after October 1, 2006.

Annual Renewable Report

To verify compliance, the Government requires Contractors to provide an annual report verified and certified by an independent third party auditor. The annual reporting period shall be October 1 through September 30. The annual report shall contain the following elements:

(a) An affidavit attesting to the product content for the annual reporting period that:

(1) Indicates the source of new renewable power, zip code of the source and the EGRID subregion for the new source; and

(2) Indicates the source of non-new renewable power, zip code of the source and the EGRID subregion for the source.

(b) An affidavit indicating that:

(1) The offeror has not sold the renewable power more than once (as either a renewable power product or as an REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measures are taken to ensure that suppliers also do not sell renewable power more than once;

(2) All environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power generator is otherwise entitled convey to the purchaser (i.e. Government);

(3) The offeror has not sold any emission allowances/credits, or other environmental attributes which are specifically owned by or to which the renewable power generator is otherwise entitled to convey associated with renewable power; and

(4) The renewable power that is used to fulfill the requirements of this solicitation is also not being used to meet any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The Annual Report shall be submitted to both the CO and COR at the addresses specified in Section A.17 no later October 31 each year and shall contain Attachments 1 and 2. The independent third party auditor shall be submitted in the Contractor's proposal and approved by the Government at the time of contract award. The following are examples of third party verification that the Government considers acceptable: Environmental Resources Trust; Green-e; Independent Auditors Report; TerraChoice; and State/Regional Verification Methods Approved by a State Governmental Entity/Public Utilities Commission/Regional Power Pool (i.e. Texas REC system administered by ERCOT, the PJM Generation Attribute Tracking System of the PJM Environmental Information Services, Inc., or the New England Power Pool (NEPOOL) Generation Information System (GIS). The Government will also consider for approval other third party verification methods/entities.

Renewable Power Vintage: To qualify as eligible renewable power (delivered renewable power or renewable power certificates) under this contract, the renewable power must be generated during the Government's applicable fiscal year calendar which is October 1 through September 30 for each year of the contract and the six (6) months immediately preceding that time period and the three (3) months immediately following that time period (e.g. April 1, 2016 through December 31, 2017).

Definition of Renewable Energy

For the purposes of this contract and this Section A.12, renewable energy shall have the definition as specified by the Energy Policy Act of 2005. Accordingly, "renewable energy" means electric energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additional new capacity at an existing hydroelectric project. Under the Energy Policy Act of 2005 and this contract, the term "biomass" shall have the definition listed below.

Biomass - the term 'biomass' means any lignin waste material that is segregated from other waste materials and is determined to be non-hazardous by the Administrator of the Environmental Protection Agency and any solid, non-hazardous cellulosic material that is derived from:

- any of the following forest-related resources: mill residues, precommercial thinnings, slash, and brush, or nonmerchantable material;
- solid wood waste materials, including waste pallets, crates, dunnage, manufacturing and construction wood wastes (other than pressure-treated, chemically-treated, or painted wood wastes), and landscape or right-of-way tree trimmings, but not including municipal solid waste (garbage), gas derived from the bio-degradation of solid waste, or paper that is commonly recycled
- agricultural wastes, including orchard tree crops, vineyard, grain, legumes, sugar, and other crop by-products or residues, and livestock waste nutrients; or
- a plant that is grown exclusively as a fuel for the production of electricity.

"Renewable energy certificates" (RECs) are unique certificates that represent all of the environmental attributes or benefits of a specific quantity of renewable generation. RECs are created when a renewable energy facility generates electricity. The terms Renewable Energy Credits, Tradable Renewable Certificates, renewable power or Green Tags, are equivalent terms.

In addition, to meet Federal environmental goals and policies, facilities included in the contract may choose to purchase additional amounts of renewable energy to meet applicable Federal environmental goals and policies via bilateral modification to this contract. Terms and conditions that apply to such purchases will be addressed through a bilateral modification.

A.13 LOAD CHANGES DURING THE TERM OF THE CONTRACT

As indicated in Section A.1 and in the Notes portion of Section C.2, this contract is for the full requirements of each account at the Delivery Point. The full requirements are expressed on Exhibit 1 of the solicitation. The Government does not estimate that its aggregate load will change in a significant manner throughout the term of this contract unless noted on Exhibit 1. The Government considers an annual change in the aggregate kWh consumption in excess of fifteen percent (15%) to be significant. The historical volumes are given in Exhibit 1 and these volumes will be used in determining annual changes. In the event of a significant change in contract load, the Government agrees, if requested by the Contractor, to negotiate in good faith to equitably adjust contract pricing so that the Contractor is made whole for any incremental costs associated with such load change beyond the fifteen percent (15%) measurement threshold. Any proposed adjustments to contract pricing must compare the contract price with the market price at the time of usage deviation to arrive at an adjustment to contract pricing. The Government will notify the Contractor of any significant anticipated load changes as soon as it becomes aware of such anticipated changes.

A.14 SPECIAL CONTRACT TERMINATION - LIQUIDATION OF CONTRACT POSITION

At any time following contract execution or during the term of this contract, the Government may terminate this contract. The Government will pay any penalties imposed by the LDU or other appropriate authority (including, without limitation, power pool or power exchange, independent system operator, regional transmission organizations) associated with such termination. Upon termination, the Contractor and the Government will have no further obligation to each other with respect to the terminated contract except as described herein. If termination applies to a contract that is currently enrolled by the Contractor as the supplier of record with the LDU, then the Government must provide at least sixty (60) days prior notice of termination to the Contractor. Upon termination of an enrolled account, Contractor will return such account to LDU service on the next available meter read date as determined by the LDU, and the party's respective obligations under this contract will cease on that meter read date. At the time the contract is terminated the Contractor will make a reasonable assessment of the difference between the Contract Price (Price A) and the market based price for the same supply at the time the contract is terminated (Price B). If Price A is greater than Price B the Government shall pay the Contractor the difference between Price A and Price B. The Contractor's assessment of Price B shall include any incidental costs such as administrative costs, brokerage fees, transmission or increased tax costs for termination, provided such incidental costs are reasonable and documented for the Government.

A.15 TAXES

(a)(1) After-imposed Federal, State, and local tax, as used in this paragraph, means any new or increased Federal, State, and local tax or duty, or tax on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(2) After-relieved Federal, State, and local tax, as used in this paragraph, means any amount of Federal, State, and local tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but that the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
(c) The contract price shall be decreased by the amount of any after-relieved Federal, State, and local tax.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification.

A.16 CHANGE OF REGULATION

(a)(1) Imposed Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any new or modified Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that result in new or increased charges that the Contractor is required to pay or bear as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.

(2) Relieved Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that the Contractor is no longer required to pay or bear, or for which the Contractor obtains a refund or reduction, as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.
(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local regulation, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local regulation or rate increase was included in the contract price, as a contingency reserve or otherwise, and that the Contractor provides sufficient documentation to support the increase.
(c) The contract price shall be decreased by the amount of any relieved Federal, State, and local regulation.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification. In the event that the Government and the Contractor cannot agree to an acceptable contract adjustment, the Government will unilaterally adjust the contract price via modification subject to the Disputes provisions of FAR 52.212-4(d) incorporated in the contract.

A.17 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the General Services Administration's Energy Division (PMAA). The Contracting Officer (CO) for the administration of this contract is:

Ken Shutika Energy Division (PMAA) 1800 F Street, NW, Rm. 3039 Washington, DC 20405	Telephone Email	(202) 329-1826 ken.shutika@gsa.gov

The Contracting Officer Representative (COR) for administration of this contract is:

Brian K. Magden Regional Energy Coordinator GSA Northeast and Caribbean Region One World Trade Center 55th Floor Room 5509 New York, New York 10007	Telephone Email	(212) 264-0591 brian.magden@gsa.gov

A.18 AUCTION PROCESS FOR PRICING USING EnerNOC

The Government shall utilize an internet based transaction platform provided by EnerNOC to obtain pricing for this procurement. Contractor's prices shall be submitted to GSA utilizing an internet based, auction transaction platform provided by EnerNOC at https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=11216&upload=1 in accordance with the instructions in Section C and the EnerNOC website. All prices submitted to the EnerNOC transaction platform shall be in accordance with the provisions of the solicitation. It shall be the responsibility of the Offeror to understand both the rules and the mechanics of the EnerNOC transaction platform.

A.19 ADMINISTRATIVE FEES

The Contractor hereby agrees to the assessment of a procurement fee on all accounts included in this contract that will be reflected in the Contractor's price. This fee is $0.0007 per kWh for all usage billed under this contract unless adjusted by the CO. This fee shall be paid directly to EnerNOC by the successful Contractor(s) in accordance with the Payment Instructions Document found on their auction website, https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=11216&upload=1. In the event EnerNOC provides notice to GSA that they have not received fees from a supplier for a period of three or more months, GSA will request either proof of payment from the supplier to EnerNOC or proof that the supplier has not received payment from the end-use facility.

A.20 DAMAGES FOR MISSING CONTRACT START DATE

In the event that the start date for electric supply is missed due solely to the fault of the Contractor and an account(s) is required to remain with the LDU at regulated rates, then the Contractor shall reimburse such account the difference between the contract rate and the billed regulated rates in the event that the regulated rates paid are greater than the contract rates. Affected accounts shall be reimbursed via check made out to the LDU on behalf of the affected account(s) or via credits on future bills.

A.21 MARKETING RECS FOR CONTRACT ACCOUNTS

During the term of this contract, some of the accounts included in this contract may desire to have the Contractor market the RECs produced by onsite renewable resources located behind accounts included in this contract. In that event, the Contractor agrees to cooperate with account holder to obtain market prices for properly registered renewable resources (RECs/SRECs) on behalf of account holder and to credit the account the REC market price (MWhs times $/MWh) minus a commercially reasonable Contractor remarket fee to be negotiated between the parties. The account holder and Contractor shall mutually determine the frequency of such crediting transactions. The details for transactions under this Section A.21 will be covered in mutually negotiated modifications to this contract. The Government will note in Exhibit 1 any known renewable resources and their estimated size in KW.

A.22 LIMITATION OF LIABILITY

Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary nor indirect damages.

SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

B.1 CLAUSES INCORPORATED BY REFERENCE

The FAR Can Be Accessed At The Following Internet Address: **http://www.arnet.gov/far/**

(a) **FAR 52.212-1** **Instructions to Offerors-Commercial Items** (OCT 2015)
[Reference FAR 12.301(b)(1)]

Addendum to FAR 52.212-1

The offeror agrees to hold the prices offered in response to this solicitation until 1:30 p.m. on the date specified in Section C.3 of this solicitation.

(b) **FAR 52.212-4** **Contract Terms and Conditions-Commercial Items** (MAY 2015)
[Reference FAR 12.301(b)(3)]

Addendum To FAR 52.212-4

(1) The following section on *Title* overcomes and has precedence over the Title section of the clause at FAR 52.212-4 (n) in its entirety.

Title
Title to electricity supplied by the Contractor under this contract shall pass from the Contractor to the Government upon delivery of said electricity to the Delivery Point. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of all liens, claims and encumbrances arising prior to delivery to the Delivery Point.

(2) The following section on *Force Majeure* overcomes and has precedence over the Excusable Delays section of the clause at 52.214-4 (f) in its entirety.

Force Majeure
The Contractor shall be responsible for delivery of electricity to the Delivery Points specified under the terms of the contract unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any cause beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, delays of common carriers (for example, any third party transmission provider or LDU), and acts of the Government in either its sovereign or contractual capacity. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure condition, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such condition.

In no event shall the economic hardship of either party constitute a Force Majeure condition. Likewise, the inability of the Contractor to obtain transmission or generation unless such inability is due to a Force Majuere, or the event of higher actual costs than contracted costs to the Contractor shall not constitute a Force Majeure condition.

(3) The following section on ***Termination for Cause*** overcomes and has precedence over the Termination for Cause section of the clause at FAR 52.212-4 (m) in its entirety.

The Government may terminate for cause in the event of a material failure to comply with any term or condition which is not remedied within 10 business days from the date of notice of the default. In the event

of termination for cause, the Government shall not be liable to the contractor for any amount for supplies of services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience as provided for in Section A.14 of the Scope of Work.

(c) **FAR 52.216-21** **Requirements** (OCT 1995)
[Reference FAR 16.506(d)]

B.2 CLAUSES IN FULL TEXT

FAR 52.204-6 **Data Universal Numbering System Number** (JUL 2013)
[Reference FAR 4.607(a)]

(a) *Definition.* "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

FAR 52.204-7 System for Award Management (JUL 2013)
[Reference FAR 4.1105(a)(1)]

(a) Definitions. As used in this provision—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM)" means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process and

(4) The Government has marked the record "Active"

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

(End of clause)

52.204-8 Annual Representations and Certifications.
As prescribed in 4.1202, insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _221112.

(2) The small business size standard is _750 employees_ .

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed throughhttps://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

_____ _____ _____

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.212-2 Evaluation-Commercial Items.
As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The basis for this evaluation is prescribed in Section D herein.

Technical and past performance, when combined, are approximately equal in importance when compared to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2015) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

_X_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

_X_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

NOT APPLICABLE (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206and 41 U.S.C. chapter 67).

NOT APPLICABLE (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

NOT APPLICABLE (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.233-2 Service of Protest
[Reference FAR 33.106]

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kenneth M. Shutika, Contracting Officer
GSA, Energy Division (PMAA), Room 3100
1800 F Street, NW
Washington, DC 20405

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

SECTION C: SUBMISSION REQUIREMENTS:

At the time that proposals are due all offerors are required to submit the following information in writing:

C.1 EVIDENCE OF TECHNICAL QUALIFICATION

(a) General: Due to the critical nature of the electricity procured under this solicitation, the ability of the offeror to adhere to the commitments made in this contract is crucial. Offerors are required to submit the information outlined below so that the Government may make a relative determination of technical merits of the offeror without requesting additional information from an offeror.

(b) General Responsibility: The evidence of technical qualifications required below is in addition to the general responsibility criteria set forth in FAR 9.104. The Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

(c) Minimum Requirements: **Failure to meet any of the following minimum requirements may constitute a technically unacceptable offer**. For the purposes of this section C.1 paragraph (4), the experience of the parent or affiliate may be used to satisfy a portion of the requirements. Each offeror must provide evidence:

(1) That they are licensed by the appropriate state public utility commissions namely the New York State Public Service Commission (NYSPSC) to provide electric supply to retail electric customers and are Electronic Data Interchange (EDI) and otherwise suitably qualified by the LDUs in which physical delivery will take place.

(2) That they possess a Federal Energy Regulatory Commission (FERC) power marketing license. Include FERC Docket No., Date of Application, and Date of Approval.

(3) That the offeror has firm transmission service agreements and/or network transmission agreements in the offeror's name with the New York Independent System Operator (NYISO) for the interconnection points between the LDU system and NYISO to effect delivery to the Delivery Points of this contract.

(4) That the offeror possesses experience providing firm supply and firm transmission of electricity to at least ten (10) retail electric customers with peak annual demands in excess of 1,000 KW behind LDU's located within New York during the past 12 months or possess experience providing firm supply and firm transmission of electricity to one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW. Offerors must provide the contact persons and telephone numbers for at least three (3) of the ten (10) electric customers provided for this item or the contact person and telephone number for the one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW.

(5) That the offeror has the financial wherewithal to execute and support the transaction contemplated herein throughout the term of the contract, and employs risk management measures related to providing retail electric supply and has developed plans to supply the energy required by this contract to the Delivery Point. Supply plans must specifically address steps that the offeror will be taking to minimize risk to the Government in the event of a wholesale supplier default and any protections the Government may be afforded in such event.

(6) A description of the type of renewable power that the offeror is proposing to meet the renewable power requirements of this solicitation and the independent third party auditor proposed to meet the requirements of Section A.12.

(7) The offeror's DUNS number.

(8) A copy of offeror's SAM registration.

C.2 PRICE PROPOSAL

General. The Government is requesting pricing for forty-eight (48) full monthly billing cycles. Offerors shall begin supply with the May 2017 meter read date or as noted in Exhibit 1. Any account start dates that deviate from May 2017 will be noted on Exhibit 1. Offerors are required to offer a flat, firm fixed price per kWh for all pricing groups. The offered prices must remain constant for the full contract term. Offerors do not have to offer pricing for more than one pricing group.

Pricing Groups. The Government has divided its requirements into eight (8) pricing groups that reflect the size and location of accounts as well as the specific type of power requested. The rate offered for each pricing group must be the same for every account in the pricing group. The renewable power products offered to various pricing groups must comply with the provisions of Section A.12. See Exhibit 1 for precise quantities and account information.

Pricing Group 1 – Central Hudson – VA Accounts - 20% renewable / 80% conventional power - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) and Clean Energy Standard (CES) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 2 – Consolidated Edison - DOI/Smithsonian/USCG Accounts– 20% renewable / 80% conventional power - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) and Clean Energy Standard (CES) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 3 – Consolidated Edison – GSA Accounts – 100% renewable - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) and Clean Energy Standard (CES) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 4 – National Grid -VA Accounts – 20% renewable / 80% conventional power - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) and Clean Energy Standard (CES) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 5 – National Grid – GSA Accounts – 100% renewable - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) and Clean Energy Standard (CES) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 6 – NYSE&G –GSA and USDA Accounts – 100% conventional power - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) and Clean Energy Standard (CES) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 7 – ORU –USBP Accounts – 20% renewable / 80% conventional power - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) and Clean**

Energy Standard (CES) costs will be treated as pass through items in accordance with the terms and conditions of this contract.

Pricing Group 8 – RGE –GSA and VA Accounts – 20% renewable / 80% conventional power - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) and Clean Energy Standard (CES) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Auction Schedule: The auction schedule for this solicitation will be posted at https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=11216&upload=1.

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. Since it is impossible to determine the precise quantities that will be needed during the contract term, the Contractor whose offer is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.

(2) All costs to the facility up to the Local Distribution Utility's system for all Pricing Groups are to be included in the prices submitted with the exception of gross receipts taxes and applicable excise taxes. **Gross receipts taxes and applicable excise taxes** are not to be included in bid prices for any of the pricing groups and shall be listed as a separate line item on the bill. All costs includes but is not limited to all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable.

(3) The Contractor will be responsible for all nominations and imbalance procedures and costs. Any costs or penalties incurred as a result of the Contractor's failure to deliver, nominate or balance will be the responsibility of the Contractor.

(4) The Government and the accounts included in this solicitation are exempt from state and local sales taxes. The Government will cooperate with the Contractor to complete any necessary tax exempt forms.

(5) The pricing submitted for all pricing groups shall be for metered usage at the LDU's meter(s) for each account. Pricing shall include transmission and distribution line losses.

(7) The offeror agrees to hold the prices in its price proposal firm until from the time prices are submitted on November 10, 2016 until 1:30 p.m. ET on November 10, 2016 for all pricing groups

(8) This solicitation's renewable power content requirements are in addition to any renewable power required to comply with New York's renewable portfolio standards for these pricing groups during the contract(s).

(9) Offerors are not to include network firm transmission (NITS) in the pricing proposed as that is the responsibility of the LDU.

(10) Offerors are to include network transmission access charges (NTAC) as ancillary charges are included in the energy charge.

(11) Offerors are instructed to treat Transmission Owner Transmission Solutions (TOTS) charges as pass through charges at cost. The Government, at its option, may fix this cost for some or all of the contract term via bilateral contract modification.

(12) Offerors are instructed to treat Clean Energy Standard (CES) charges as pass through charges at cost. The Government, at its option, may fix this cost for some or all of the contract term via bilateral contract modification

(13) Offerors are not to include Reliability Must Run (RMR) costs in bid prices. In the event RMR is implemented by NYISO as approved by FERC, then GSA will handle this as a regulatory change in accordance with Section A.16 Change of Regulation in the contract.

(14) Offerors are not to include anticipated costs associated with the potential for future changes in New York capacity zones in bid prices. If these changes are approved, then GSA will handle this as a regulatory change in accordance with Section A.16 Change of Regulation in the contract.

(15) Offerors are instructed that costs associated with FERC Order 745 should not be included in bid prices. In the event costs associated with FERC Order 745 are implemented by NYISO as approved by FERC, then GSA will handle this as a regulatory change in accordance with Section A.16 Change of Regulation in the contract.

C.3 SUBMISSION OF PROPOSALS

In order to facilitate timely evaluation of offeror proposals, the Government will request and evaluate technical qualifications before submission of price proposals.

Evidence of Technical Qualification: Offerors must submit 1 original copy of the Evidence of Technical Qualification, which includes the FAR 52.212-3 Offeror's Representations and Certifications - Commercial Items (NOV 2015). Proposals must be marked as RFP GS-00P-17-BSD-1227. Evidence of Technical Qualification must be received no later than 2:00 p.m. ET on November 3, 2016 at the email address listed below. **Email, do not mail, submissions of the Evidence of Technical Qualification to ken.shutika@gsa.gov.**

GSA, Energy Division (PMA), Room #3039
1800 F Street, NW
Washington, DC 20405
Attn: Kenneth M. Shutika, Contracting Officer
Solicitation No. GS-00P-17-BSD-1227
Email: ken.shutika@gsa.gov

Price Proposal: All pricing received as a result of this solicitation shall be submitted using an internet based auction transaction platform administered by EnerNOC on November 10, 2016. In accordance with the rules and mechanics of EnerNOC' auction platform, offerors will be allowed to offer and reoffer pricing until the close of the auction time for each pricing group and accompanying contract term. Auction instructions are detailed on the EnerNOC website: http://www.enernoc.com. The pricing format and the auction schedule can be found at the EnerNOC website.

CAUTION: OFFERORS ARE CAUTIONED THAT ANY AMENDMENTS MUST BE ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.

SECTION D: EVALUATION FACTORS FOR AWARD:

D.1 EVALUATION

The Government intends to award a contract(s) on the basis of the technically acceptable proposal(s) that that will result in the best value for each pricing group included in this solicitation. Technically acceptable proposals will be those proposals that meet the requirements contained in Section C.1. To receive an award, prices received must be deemed fair and reasonable prices. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price and technical standpoint.

For the contract terms listed on Exhibit 1 and on the EnerNOC reverse auction platform for each pricing group, the Government will determine the offered price by using the EnerNOC reverse auction platform using the process outlined in Section C of the solicitation. For the purposes of evaluation, the Government is assuming that its New York requirements will remain consistent with historical usage patterns over the contract terms being bid unless otherwise indicated.

In addition, the Government may, at its discretion and for any reason, choose not to make award or request that offerors reprice all or some of the solicitation's electric requirements at a later date via an amendment to the solicitation.

D.2 BASIS FOR AWARD

For all pricing groups, it is the intent of the Government to award a contract for each pricing group to the lowest price ($/kWh) (determined in accordance with Section D.1 above) received from an offeror for the requested contract term that meets the solicitation's qualifications provided that the price is deemed to be a fair and reasonable price. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price, capability, and responsibility standpoint. There will be no weighting for contract term save for a preference for a longer term in the case of a tie.

D.3 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN

Depending upon the total dollar value of the resultant awarded contract(s) and the size status of the Contractor, the Contractor may be required to submit a subcontracting plan for small businesses in accordance with FAR Clause 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The Contractor's plan must be submitted within two (2) weeks of the award of this contract.

D.4 POST AWARD REQUIREMENT FOR SERVICE START DATE REPORTING

The winning Contractor(s) will be required to provide a spreadsheet clearly identifying each account number being served as a result of the contract award and the expected start date for each of these accounts. This spreadsheet will be due within twenty-five (25) calendar days after award of the contract.

ATTACHMENT 1 ATTESTATION FROM RENEWABLE ENERGY SUPPLIER

I, (print name and title)_____, declare under penalty of perjury,

on behalf of (name of renewable power/REC provider)_____, that

1) all the renewable power/RECs sold under this GSA Contract GS-00P-17-BSD-1227 were generated by eligible renewable energy generators as defined by this Contract;
2) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable power/RECs purchased under this GSA Contract GS-00P-17-BSD-1227 were transferred to the Government;
3) the renewable attributes represented by the renewable power/RECs were not sold, marketed or otherwise claimed by a third party; and
4) the renewable attributes comply with the vintage requirements contained in Section A.12 of the contract.

Name of renewable power/REC product:

- _____
- _____
- _____

I further declare that statements listed above are true and correct, that the renewable power/RECs claimed for the product were sold once and only once, and that the electrical energy that was generated with the renewable power/RECs claimed was not sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate. As an authorized agent of the aforementioned Company, I have authority to submit this report on the company's behalf.

_____ _____

Signature Date
Renewable Power/REC Provider

GENERATOR REGISTRATION FORM AND ATTESTATION

Facility Information

Name of Facility:_____

Address of Facility:_____

Facility ID Number[1]:_____ EIA or QF? (circle one)

Contact Person:_____ Title:_____

Telephone:_____ Fax:_____

Fuel Type	Capacity* (MW)	MWh/RECs Sold	Date Facility First Operational		Period of Delivery (Q#/yy or mm/yy)**
Biomass _____ *(indicate fuel type)*					
Geothermal					
Landfill Gas/ Digester Gas					
Wind					
Solar electric					
Hydroelectric Ocean Waste-to-Energy					

* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.
** List as separate line items MWh for each month or quarter.

[1] Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number.

Declaration:

I, (print name and title)_____,
declare under the penalty of perjury, that the information provided on this form is true and correct to the best of my knowledge.

Further, I declare that the (indicate) ___ renewable megawatt hours/ ___ renewable attributes listed above were sold exclusively to (name of renewable power/REC provider) _____.
Further, I declare that 1) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable electricity generation listed below were transferred to the renewable power/REC provider above, 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

Further, I declare that the facilities that generated all of the (indicate) ___ renewable kilowatt hours/ ___ renewable attributes sold to (name of renewable power/REC supplier) are listed above by fuel type.

As an authorized agent of (generating company name) _____,
I attest that the above statements are true and correct.

Signature:_____Date:_____

This form is used by Government to verify the accuracy of claims made by retail marketers.

Page 2 of 2

ATTACHMENT 2 RENEWABLE POWER/RENEWABLE ENERGY CERTIFICATE NOTIFICATION

(Contractor Name) certifies that Renewable Power/Renewable Energy Certificates in the amounts described below, associated with power generation from the Renewable Resource(s) listed below, have been provided to the Government in accordance with the terms of Contract No. GS-00P-17-BSD-1227 for the period **(Insert Dates).** The Renewable Power/Renewable Energy Certificate(s) provided to Government include emissions, and other environmental characteristics associated with renewable resources. The Renewable Energy Certificate(s) do not include energy, capacity, or other attributes of electrical power. **(Contractor Name)** represents and warrants that the environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, that are the subject of this Notification have not been sold, reserved, or conveyed to any party other than Government and that the electric power generated in association with this/these Renewable Power/Renewable Energy Certificate(s) has not been represented to retain or possess such attributes. The Renewable Power/Renewable Energy Certificate(s) that are the subject of this Notification are based upon the generation of electricity from **(Insert type of Renewable Resource(s))** at **(Insert Source Facility Location(s))** The total amount of Renewable Power/Renewable Energy Certificates covered by this Notification is: **(Insert Quantity conveyed in MWhs.**

Insert company name, representative name, signature (typed/printed) and date

GSA

GSA Public Buildings Service

August 31, 2016

Mr. Steve Laker
Chief Executive Officer
Agera Energy LLC
555 Pleasantville Road S 107
Briarcliff Manor, NY 10510

RE: Award of Contract No. GS-00P-16-BSD-1222 for electric power supply to the PEPCO MD pricing group

Dear Mr. Laker:

We are pleased to inform you that Agera Energy LLC (Agera) has offered the lowest price for the PEPCO MD pricing group included in Solicitation No. GS-00P-16-BSD-1217 for a term of fifty-three (53) months. As such, GSA is pleased to award Contract No. GS-00P-16-BSD-1222 to Agera at your offered price of $0.04036/kWh for the PEPCO MD pricing group for energy with capacity, RMR, FERC Order 745 and transmission treated as pass-through pricing elements. Your offered prices contain various amounts of renewable power content depending on the fiscal year which will come from Texas wind and be independently 3rd party verified. The contract start date is the June 2017 meter read date (MRD) for all accounts. We estimate that the total contract volume for the PEPCO MD pricing group will be approximately 1,898,336 MWhs and is valued at an estimated $108.9 million. The estimated unit price for all pricing components is $0.05736/kWh for the PEPCO MD group assuming pass-through charges average $0.017/kWh. The contract also has a six (6) month extension period available. Bills for electric supply will continue to be rendered by the regulated utility (PEPCO) via consolidated billing for each account.

We look forward to working with Agera on this contract. Should you have any questions, feel free to contact me on (202) 329-1826 or at ken.shutika@gsa.gov.

Sincerely,

(b) (6)

[redacted]

Kenneth M. Shutika
Contracting Officer
GSA, Energy Division (PMAA)

Attachment

U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405-0002
www.gsa.gov

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO

PAGE 1 OF 39

2. CONTRACT NO. GS-00P-16-BSD-1222

3. AWARD/EFFECTIVE DATE 8/31/16

4. ORDER NO.

5. SOLICITATION NO. GS-00P-16-BSD-1217

6. SOLICITATION ISSUE DATE 6/17/2016

7. FOR SOLICITATION INFORMATION CALL ▶

a. NAME Kenneth M. Shutika

b. TELEPHONE NO. (No collect calls) (202) 329-1826

8. OFFER DUE DATE/LOCAL TIME 7/14/2016

9. ISSUED BY CODE

GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5100
Washington, DC 20405

10. THIS ACQUISITION IS
☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ SMALL DISADV. BUSINESS
☐ 8(A)

SIC: 4911
SIZE STD: 750

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

See Block 9 Address

16. ADMINISTERED BY CODE

See Block 9

17a. CONTRACTOR/ OFFEROR CODE 7ke85 FACILITY CODE

Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

18a. PAYMENT WILL BE MADE BY CODE

Individual Agencies

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	See SUBMISSION REQUIREMENTS - PRICING SECTION C.1 PEPCO MD pricing group TOTAL *(Attach Additional Sheets as Necessary)*	See Exhibit 1	kWh	$0.04036/kWh	

25. ACCOUNTING AND APPROPRIATION DATA

estimated

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

$108.9 million

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. ☒ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☒ AWARD OF CONTRACT: REFERENCE your OFFER DATED 8/31/16. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b) (6) [redacted]

(b) (6) [redacted]

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*
Steve Laker, CEO

30c. DATE SIGNED
8/26/16

Kenneth M. Shutika

8/31/16

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER
☐ PARTIAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
Computer Generated

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT Prescribed by GSA - FAR (48 CFR) 53.212

STANDARD FORM 1449 (10-95)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 7/8/16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE GSA, Energy Division (PMAA) 1800 F Street, NW, Room 5100/Washington, DC 20405		7. ADMINISTERED BY (If other than Item 6) CODE See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

CODE | FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-16-BSD-1217

9B. DATED (SEE ITEM 11) 6/17/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to update Exhibit 1 to include more information on solar; to extend the due date for submission of proposals to July 14, 2016; to extend the due date for pricing to 11 a.m. on July 21, 2016; to delete Attachment 3; to modify Section A.21; to add Section A.22; to extend term in Sections A.1 and C.2 to 53 monthly billing cycles (i.e. Nov. 2021 meter read end date); and to clarify how RMR and FERC Order 745 costs will be addressed in Section C.2. An updated solicitation document, Exhibit 1 and highlighted solicitation document are posted to the FedBizOpps (www.fbo.gov) website. A questions and answers document will be posted as well to the same website. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print) Steve Laker CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kenneth M. Shutika Energy Management Officer	
(b) (6) [redacted]	15C. DATE SIGNED	(b) (6) [redacted]	16C. DATE SIGNED 8/31/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Computer Generated

Prescribed by GSA
FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0002	7/12/16		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5100/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
Agera Energy LLC
555 Pleasantville RD S 107

Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
GS-00P-16-BSD-1217

9B. DATED (SEE ITEM 11)
6/17/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to change the bandwidth provision of Section A.13; to change the pricing time and hold period in Section B.1(a), Section C.2 and Section C.3; to add an additional payment option for the AOC Power Plant after June 2018; to add 2 additional submission requirements for DC for block and index products in Section C.1; to change to way the AOC Power Plant account is priced after June 2018 to a block and index approach; to modify the language in Section D.1; to identify the potential recipients of the AOC exported power; and to remove the Red Cross accounts from the solicitation in Exhibit 1. An updated solicitation document, Exhibit 1 and highlighted solicitation document are posted to the FedBizOpps (www.fbo.gov) website. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Steve Laker CEO	Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
15C. DATE SIGNED 7/15/16	16C. DATE SIGNED 8/31/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
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Prescribed by GSA
FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO 0003	3. EFFECTIVE DATE 7/19/16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5100/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO GS-00P-16-BSD-1217

9B. DATED (SEE ITEM 11) 6/17/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return one (1) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to clarify the renewable language in Section A.12 such that the additional renewable requirements will not apply to the AOC cogeneration account after the June 2018 meter read date and to clarify that the percentage requirement for all other accounts is 20% for fiscal year 2022; to delete the last sentence in Section C.2 Block Purchases paragraph; and to add Note to Pricing (13) addressing potential RPS changes that may affect any resulting contract(s). An updated solicitation document and highlighted solicitation document Amendment No. 3 version are being provided to all offerors. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Steve Laker, CEO	Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
15C. DATE SIGNED 7/20/16	16C. DATE SIGNED 8/31/16

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 7/20/16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5100/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
Ageva Energy LLC
555 Peasantville Rd S 107
Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-16-BSD-1217

9B. DATED (SEE ITEM 11) 6/17/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to change the due date for pricing from July 21, 2016 to August 3, 2016 at the same time of 11:30 a.m. and hold times. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Steve Laker, CEO	Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
15C. DATE SIGNED 7/20/16	16C. DATE SIGNED 8/31/16

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0005	7/29/16		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5100/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
Agera Energy LLC
555 Pleasantville Rd, S107
Briarcliff Manor, NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO
GS-00P-16-BSD-1217

9B. DATED (SEE ITEM 11)
6/17/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to change the due date for pricing from August 3, 2016 to August 17, 2016 at the same time of 11:30 a.m. and with the same hold times. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)
Steve Laker, CEO

(b) (6) [redacted]

15C. DATE SIGNED
9/2016

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Kenneth M. Shutika
Energy Management Officer

(b) (6) [redacted]

16C. DATE SIGNED
8/31/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
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FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0006	8/12/16		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5100/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
Agera Energy LLC

555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO
GS-00P-16-BSD-1217

9B. DATED (SEE ITEM 11)
6/17/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to change the due date for pricing from August 17, 2016 to August 24, 2016 at the same time of 11:30 a.m. and with the same hold times. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)
Steve Laker, CEO

(b) (6) [redacted]

15C. DATE SIGNED
08/15/2016

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Kenneth M. Shutika
Energy Management Officer

(b) (6) [redacted]

16C. DATE SIGNED
8/31/16

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-85)
Computer Generated

Prescribed by GSA
FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 8/18/16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-16-BSD-1217

9B. DATED (SEE ITEM 11) 6/17/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to change the due date for pricing from August 24, 2016 to August 31, 2016 at the same time of 11:30 a.m. and with the same hold times. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print) Steve Laker, CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kenneth M. Shutika Energy Management Officer	
(b) (6) [redacted]	15C. DATE SIGNED 8/19/2016	(b) (6) [redacted]	16C. DATE SIGNED 8/31/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Computer Generated

Prescribed by GSA
FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE 8/24/16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE GSA, Energy Division (PMAA) 1800 F Street, NW, Room 3039/Washington, DC 20405		7. ADMINISTERED BY (If other than Item 6) CODE See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

CODE | FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-16-BSD-1217

9B. DATED (SEE ITEM 11) 6/17/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to change the default index pricing from real-time to day-ahead pricing in C.2 and to add Pricing Note (14) is added to address the Maryland Offshore Wind Act. An updated solicitation document and highlighted solicitation document reflecting Amendment No. 8 changes is being provided to all offerors. The Q&A document has been updated and provided to all offerors. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print) Steve Lake CPO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kenneth M. Shutika Energy Management Officer	
15B. CONTRACTOR/OFFEROR (b) (6) [redacted]	15C. DATE SIGNED 8/30/16	16B. UNITED STATES OF AMERICA (b) (6) [redacted]	16C. DATE SIGNED 8/31/16

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FAR (48 CFR)

The Contractor will notify the Government when NITS and UCAP rates and volumetric requirements change to assist in managing its accounts.

CONTRACT RATE SCHEDULE – PEPCO DC

TERM: 53 Months

Kilowatt-hour Charge	l monthly billing cycles)(to 5 decimal places)
AOC Supply Service Fee	l monthly billing cycles)(to 5 decimal places) er 41 months)

PEPCO MD Accounts–See Section A.12 for renewable power content - The Government requires a flat, firm fixed price per kWh for the contract term (i.e. 53 consecutive, full monthly billing cycles) to include all applicable taxes, fees, coordination costs, energy, RPS and ancillary services, including but not limited to ARRs and TLCs, for the firm supply of electricity necessary for the accounts with the exception of capacity and network firm transmission service. **Capacity, RMR, FERC Order 745, and transmission (NITS, RTEP and TEC) will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity and network transmission service will be as defined in the Notes to Pricing and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity and/or transmission rates change and the effective date of the change.

CONTRACT RATE SCHEDULE – PEPCO MD

TERM: 53 Months

Kilowatt-hour Charge	**$.04036/kWh – 53 months (full monthly billing cycles)(to 5 decimal places)**

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. Since it is impossible to determine the precise quantities that will be needed during the contract term, the Contractor whose offer is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.

(2) Capacity (UCAP) prices and volumes shall adjust every June 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current PJM capacity auction price for the respective PJM zone and PJM year. Transmission volumes and prices generally adjust every January 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current LDU transmission rates. The Government, at its option, may fix capacity prices for some or all of the contract term via bilateral contract modification.

Capacity (UCAP) Cost – is defined as the required amount of UCAP for the Government as determined by the LDU applying the then current PJM guidelines. The price of capacity charged shall be the product of the RPM final zonal net load price, which may include a capacity performance product as determined by PJM and approved by FERC, (expressed in $/MW-day) and the Government's Unforced Capacity Obligation, multiplied by the number of days in the billing cycle for each account. The Unforced Capacity Obligation is equal to the Obligation

PEPCO MD - Pricing Group 1
Solicitation No. GS-00P-16-BSD-1217
Exhibit 1 - Amendment No. 2 version

Customer Name	Site Address	Site City	Account Number	Max End Date	Rate Class	Rendition Group	Utility	Capacity Oblig (KW)	Trans. Oblig (KW)	Annual kWh	P=Planned Solar Array Size
National Archives	8601 Adelphi Rd	College Park	0550133004667001356073	6/9/2017	GT-3A	9	Pepco	5,211	4,727	28,731,699	
NOAA	5830 University Research Ct Ste 1A	College Park	0550133525587001358562	6/11/2017	MONTH3	11	Pepco	835	645	3,754,984	
NOAA	5830 University Research Ct Ste 1B	College Park	0550133530447001358590	6/11/2017	MGTLV	11	Pepco	293	288	1,513,200	
NOAA	5830 University Research Ct # 2A	College Park	0550133534327001358625	6/11/2017	MGTLV	11	Pepco	191	195	1,111,200	
NOAA	5830 University Research Ct # 2B	College Park	0550133536897001358693	6/11/2017	MONTH3	11	Pepco	555	662	3,799,694	
NOAA	1305 E West Hwy	Silver Spring	0550137798427001804421	6/9/2017	GTLV	9	Pepco	1,259	1,318	6,629,698	
NOAA	1315 E West Hwy	Silver Spring	0550137803377001804464	6/9/2017	GTLV	9	Pepco	2,041	2,217	11,953,536	
NOAA	1325 E West Hwy	Silver Spring	0550137806917001804492	6/9/2017	GTLV	9	Pepco	1,469	1,512	9,197,321	
GSA	16050 Industrial Dr	Gaithersburg	0550141553497001591102	6/16/2017	MGTLV	14	Pepco	26	113	141,600	
GSA (NOAA)	4231 Silver Hill Rd	Suitland	0550142011687001218179	6/17/2017	GT-3A	15	Pepco	2,290	2,273	15,637,464	
GSA (Census)	4600 Silver Hill Rd	Suitland	0550150977557001260721	6/12/2017	GT-3A	12	Pepco	5,493	5,344	28,369,473	335
Smithsonian Institute	4222 Silver Hill Rd	Suitland	0550151070007001444404	6/18/2017	MGTLV	16	Pepco	50	56	423,200	
Smithsonian Institute	3904 Silver Hill Rd # 12	Suitland	0550153802017001242206	6/18/2017	MGTLV	16	Pepco	10	10	115,560	
Smithsonian Institute	4180 Silver Hill Rd	Suitland	0550154032847001242380	6/12/2017	GTLV	12	Pepco	1,766	1,497	10,028,403	
Nuclear Reg Commission	11545 Rockville Pike # E	Rockville	0550158492627001899457	6/24/2017	MGTLV	20	Pepco	124	194	647,520	
Nuclear Reg Commission	11555 Rockville Pike	Rockville	0550161680437001123704	6/24/2017	MGTLV	20	Pepco	16	16	126,080	
Smithsonian Institute	4210 Silver Hill Rd # C	Suitland	0550161689857001499116	6/18/2017	MGTLV	16	Pepco	298	285	1,825,440	
Nuclear Reg Commission	11555 Rockville Pike	Rockville	0550162508667001924330	6/24/2017	MGTLV	20	Pepco	23	18	97,680	
Nuclear Reg Commission	11555 Rockville Pike	Rockville	0550166980567001365970	6/24/2017	GTLV	20	Pepco	1,438	1,545	7,516,545	
Smithsonian Institute	3904 Silver Hill Rd # 31	Suitland	0550169619267001109844	6/18/2017	MGTLV	16	Pepco	12	20	210,400	
GSA	5100-A Paint Branch PW	College Park	0550178280587001483777	6/11/2017	GTLV - Genera	11	Pepco	1,421	740	5,108,794	
GSA	5100B Paint Branch Pkwy	College Park	0550178284627001483802	6/11/2017	MGT-LV-II - M	11	Pepco	666	659	4,740,308	
GSA	5100-C Paint Branch PW	College Park	0550178288437001483822	6/11/2017	MGT-LV-II - M	11	Pepco	817	655	4,439,959	
GSA	7001 Lafayette Ave	Riverdale	0550185703527001617390	6/8/2017	MGTLV	8	Pepco	123	135	795,300	
GSA	9200 Edmonston Rd	Greenbelt	0550186198607001685461	6/8/2017	MGTLV	8	Pepco	161	184	959,791	
Dept. of Treasury	9000 Commo Rd	Cheltenham	0550188605897002010573	6/16/2017	GT-3A	14	Pepco	963	1,004	5,240,410	
Washington Aqueduct	5900 Little Falls Rd Loc Pump	Bethesda	0550188771797001293841	6/25/2017	GT-3A	21	Pepco	57	47	510,502	
Dept. of Health & Human Svcs	5600 Fishers Ln	Rockville	0550189010297001295442	6/24/2017	GT-3A	20	Pepco	3,133	2,814	14,079,094	
FEMA	5321 Riggs Rd	Gaithersburg	0550189015167001295486	6/4/2017	GT-3A	6	Pepco	709	727	5,998,373	
Dept. of Energy	19901 Germantown Rd	Germantown	0550189261587001295546	6/4/2017	GT-3A	6	Pepco	2,180	1,993	13,661,181	335
Dept. of Justice	1151 Seven Locks Rd Ste D #2	Rockville	0550190996667001694325	5/29/2017	GT-3A	2	Pepco	954	1,054	8,369,664	
GSA	7100 Old Landover Rd Ste A	Hyattsville	0550193049597001560222	6/11/2017	MGTLV	11	Pepco	111	112	459,000	
GSA	6330 Columbia Park Rd	Landover	0550200616977001510906	6/11/2017	MGTLV	11	Pepco	238	253	1,645,525	
Smithsonian Institute	3904 Old Silver Hill Rd # 17	Suitland	0550201368617001762342	6/18/2017	MGTLV	16	Pepco	28	33	105,600	
DEA	1440 McCormick Dr	Upper Marlboro	0550202071267001609265	5/28/2017	GTLV	1	Pepco	597	536	2,411,286	
Dept. of Energy	19901 Germantown Rd	Germantown	0550202613057001267651	6/17/2017	MGTLV	15	Pepco	72	62	418,400	
USDA	5601 Sunnyside Ave	Beltsville	0550204128827001444364	6/5/2017	GT-3A	7	Pepco	1,133	1,380	8,940,952	
Dept of Commerce	1305 E West Hwy	Silver Spring	0550205493037001857411	6/9/2017	MGTLV	9	Pepco	12	20	102,574	
Dept. of Justice	1151D Seven Locks Rd # 1	Rockville	0550208721277001412170	5/29/2017	MGT-LV-II - M	2	Pepco	589	602	4,481,847	
GSA	6500 Cherrywood Ln	Greenbelt	0550208997247001304076	6/8/2017	GT-3A	8	Pepco	959	854	3,556,691	
Smithsonian Institute	3904 Old Silver Hill Rd Loc B2B	Suitland	0550209804337001888056	6/18/2017	MGTLV	16	Pepco	19	22	127,760	
Smithsonian Institute	3904 Old Silver Hill Rd Loc B26	Suitland	0550209810687001888083	6/18/2017	MGTLV	16	Pepco	46	17	200,320	
Smithsonian Institute	4220 Silver Hill Rd Loc Block	Suitland	0550212469587001489120	6/18/2017	GTLV	16	Pepco	625	540	3,401,873	
Smithsonian Institute	4210 Silver Hill Rd	Suitland	0550212828707001569807	6/18/2017	MGT-LV-II - M	16	Pepco	807	720	4,058,908	
Nuclear Reg Commission	11545 Rockville Pike	Rockville	0550222894377001808740	6/24/2017	GTLV	20	Pepco	1,553	1,627	7,715,089	
Smithsonian Institute	3904 Old Silver Hill Rd #b25	Suitland	0550223457267001623924	6/18/2017	MGTLV	16	Pepco	31	42	359,120	
NIH	9401 Gaither Rd	Gaithersburg	0550227932227002067759	6/16/2017	MGTLV	14	Pepco	126	126	801,000	
GSA	5000 Ellin Rd	Lanham	0550232870757001997372	6/12/2017	GT-3A	12	Pepco	3,596	4,320	17,029,958	800
Smithsonian Institute	3910 Silver Hill Rd	Suitland	0550238583397001905489	6/18/2017	MGTLV	16	Pepco	37	21	196,480	
GSA	1335 E West Hwy	Silver Spring	0550241281127001745197	6/8/2017	GTLV	8	Pepco	759	791	4,087,341	
Nuclear Reg Commission	11555 Rockville Pike Loc Roof	Rockville	0550242940397001917861	6/24/2017	MGTLV	20	Pepco	9	8	27,448	
Nuclear Reg Commission	11555 Rockville Pike	Rockville	0550242948647001918836	6/24/2017	MGTLV	20	Pepco	48	45	226,400	
Dept of Homeland Security	9200 Powder Mill Rd	Laurel	0550244904627001544991	6/5/2017	MGTLV	7	Pepco	118	135	578,960	
Smithsonian Institute	3910 Silver Hill Rd # 10	Suitland	0550244932277001547568	6/18/2017	MGTLV	16	Pepco	83	82	312,300	
Smithsonian Institute	3910 Silver Hill Rd # 13/14 Bldg 14	Suitland	0550244933267001547602	6/18/2017	MGTLV	16	Pepco	58	53	145,760	
Smithsonian Institute	3904 Silver Hill Rd # 24	Suitland	0550244934587001548425	6/18/2017	MGTLV	16	Pepco	56	50	316,240	
Smithsonian Institute	3910 Silver Hill Rd # 20	Suitland	0550244935167001548449	6/18/2017	MGTLV	16	Pepco	27	24	109,440	
GSA	4301 Suitland Rd	Suitland	0550245034967001551307	6/18/2017	GT-3A	16	Pepco	34	38	333,121	
GSA	100 Suitland Slvr Hill Rd	Suitland	0550245035617001551383	6/12/2017	GT-3A	12	Pepco	766	898	6,295,451	
NASA	100 Greenbelt MD Rd	Greenbelt	0550245036607001551430	6/8/2017	GT-3A	8	Pepco	25,097	24,119	163,914,173	
								72,217	70,480	428,093,090	

NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA: ELECTRONIC MAIL AT ken.shutika@gsa.gov

SECTION A: SCOPE OF WORK

A.1 GENERAL

The General Services Administration (GSA or Government) is requesting proposals for the supply of all electricity supply commodity components up to the delivery point including energy, capacity, transmission, ancillary services, scheduling, renewable portfolio standard (RPS) requirements, balancing and line losses necessary for the firm supply of electricity to a number of Federal, quasi-Federal and international agency facilities located behind PEPCO's service territory in Maryland and Washington, DC. The successful offeror (i.e. Contractor) will supply the full requirements of such electricity for a contract term of fifty-three (53) full monthly billing cycles for accounts included in this contract. The Government has placed its requirements into a DC pricing group and a Maryland pricing group. All pricing groups shall begin with the PEPCO June 2017 meter read date or as noted in Exhibit 1. Any projected changes in anticipated loads will be reflected on Exhibit 1.

All quantities required to be supplied to facilities included in this contract shall be considered firm requirements ("firm" means electric supply that will not be interrupted unless such interruption is due to a Force Majeure as defined in Section B) for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all actual, direct penalties assessed to facilities for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the Local Distribution Utility (LDU) at the Delivery Point for the accounts specified in Exhibit 1. The Government has organized its requirements for this solicitation in an Exhibit as described below.

Exhibit 1 consists of Excel spread sheets that specify the accounts included in this contract and provides aggregate totals. For each account, the following information is provided if available:

(a) LDU rate schedule;
(b) LDU account number;
(c) Agency/account holder;
(d) General Service Location;
(e) LDU;
(f) Monthly consumption (kWh);
(g) Registered monthly on-peak demand (KW) per LDU tariff definition;
(h) Registered monthly maximum demand (KW) per LDU tariff definition;
(i) Monthly on-peak KWH per LDU tariff definition;
(j) Monthly interm KWH per LDU tariff definition;
(k) Monthly off-peak KWH per LDU tariff definition;
(l) Monthly billing days;
(m) Monthly load factor;
(n) Range of meter read dates throughout the year;
(o) Whether hourly interval data is provided for the account (information on separate spread sheets).

A.2 DELIVERY POINT

The Delivery Point for such electricity shall be that point on the electric system at which the LDU takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities identified in Exhibit 1 of this contract. The Delivery Point shall be where the facility takes title to the electricity.

A.3 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the LDU and the interstate/intrastate transmission companies.

A.4 CREDIT FOR DEFAULT SUPPLY SERVICE

If at any time (unless under a condition of Force Majeure) an account covered by this contract is forced to accept default supply service from the LDU serving in its capacity as the utility supplier of last resort solely as a result of action/inaction by the Contractor, the Contractor shall be responsible for payment of the additional supply costs, if any, incurred.

A.5 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor prior to the Delivery Point and shall pass to the Government at and after the Delivery Point specified for each facility.

A.6 PROTECTION OF CONTRACT INFORMATION

The Government will take the necessary and usual steps to maintain the confidentiality of information submitted by offerors prior to award of the contract. The Contractor is advised that the Government will make all contract prices publicly available for the full contract period.

A.7 PAYMENT AND BILLING

Single Bill Option Through LDU: For the purposes of this contract, the Government shall pay the Contractor through monthly utility bills rendered by the LDU for each account included in this contract in accordance with the LDU's billing procedures which are fully regulated by the appropriate state/local public utility commission. To the extent allowed by the LDU, the Contractor shall place as much detail on the LDU as possible. In order of priority, the Contractor shall ensure that energy, capacity and transmission charges are shown on the bill as well as the total charge. Payment shall be in accordance with FAR 32.9 (Prompt Payment), including the clause at 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), including the clause at 52.232-33 shall apply.

It shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing. It shall be the Contractor's responsibility to ensure that proper reimbursement for electricity delivered to the Delivery Point is obtained from the LDU in accordance with applicable procedures of the appropriate regulatory bodies.

Dual Bill Option for AOC Power Plant Account from June 2018 Meter Read Date

For the AOC Power Plant account only, the Contractor may bill the Government through monthly bills rendered by the Contractor for the AOC Power Plant account included in this contract from the June 2018 meter read date until the end of the contract. If the Contractor chooses to use dual billing, the Contractor shall use the LDC's meters, meter readings, and billing cycles for the computation of bills. The Contractor must establish its own account number for the Government account and provide the corresponding LDC account number on each monthly bill. The Contractor's bill shall encompass ALL applicable charges for the electricity delivered under this contract (i.e. generation, capacity, and ancillary services, etc.) delivered to the Delivery Point in accordance with the Contract terms and conditions. Payment shall be made in accordance with FAR 32.9 (Prompt Payment), see incorporated clause 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), the incorporated clause 52.232-33 shall apply. Prior to the initiation of service under this contract, the Government account holder will provide the Contractor with all necessary billing information required for the processing of bills.

A.8 ANTI-DEFICIENCY

In accordance with the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)), nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of the contract or to involve the Government in an obligation for the future expenditure of moneys before an appropriation is made.

A.9 AUTHORIZED USERS

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in GSA Order ADM 4800.2E (as updated) are eligible to use this contract.

A.10 ADDING AND DELETING FACILITIES TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities eligible to compete their electric requirements but not included in Exhibit 1 may request to satisfy their competitive electric requirements by use of this contract. In that event, the Government shall provide the Contractor with the facility's electric requirement and the two parties shall mutually agree as to whether to extend the full terms and conditions of this contract to such facility. Adding a facility(ies) shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award.

It is possible that certain authorized facilities included in Exhibit 1 may seek to be removed from the contract prior to the contract's termination date. In that event, the government shall provide the Contractor with a written notice 45 business days before the deletion. Deleting facilities shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award. When accounts are deleted, the methodology provided in Section A.14 shall be used to calculate early termination charges, if any. The provisions of this paragraph shall not apply to accounts with early end dates noted in Exhibit 1 at the time of contract award.

A.11 EXTENSION PROVISIONS

(a) The Government may request extension of performance, one or more times, in accordance with the existing contract terms and conditions, so long as the total additional performance period does not exceed six (6) months. If the Contractor declines to extend at the existing prices, the Government may propose a new firm fixed price for the extension. Extension of Firm Fixed Prices must be accompanied by the agreement of all parties (bilateral modification). Failure to agree will result in the expiration of the contract at the end of the current performance period.

(b) Notice of request for bilateral extension will be furnished to the Contractor not later than 45 days prior to the expiration of the contract or any extension thereof. However, nothing precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice prior to the 45 days.

(c) Notice of request for bilateral extension of this contract shall be considered to have been accomplished at the time the Government deposits written notification in the mail or provides such notification by facsimile transmission.

A.12 RENEWABLE POWER FOR FACILITIES IN THIS CONTRACT

Except for the AOC Power Plant account after the June 2018 meter read date, the power content shall be delivered renewable power or renewable energy certificates (RECs) equivalent 10% of the total usage for fiscal years 2016 and 2017; 15% of the total usage for fiscal years 2018 and 2019; and 20% of the total usage for fiscal years 2020, 2021 and 2022 required by the accounts as specified in Section C.2 and on Exhibit 1 of the contract. The renewable power/REC content requirements are in addition to any renewable power required to comply with the State of Maryland's and the District of Columbia's renewable portfolio standard (RPS) requirements, as applicable, during the term of any resultant contract(s). There are no geographic restrictions related to the RECs provided to meet this requirement. The renewable power that the offeror provides must come from renewable resources that have been placed in service within 10 years prior to the start of the Government's fiscal year for each year of the contract. For the contract's first year, resources will need to have been placed in service on or after October 1, 2006.

Annual Renewable Report

To verify compliance, the Government requires Contractors to provide an annual report verified and certified by an independent third party auditor. The annual reporting period shall be October 1 through September 30. The annual report shall contain the following elements:

(a) An affidavit attesting to the product content for the annual reporting period that:

(1) Indicates the source of new renewable power, zip code of the source and the EGRID subregion for the new source; and

(2) Indicates the source of non-new renewable power, zip code of the source and the EGRID subregion for the source.

(b) An affidavit indicating that:

(1) The offeror has not sold the renewable power more than once (as either a renewable power product or as an REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measures are taken to ensure that suppliers also do not sell renewable power more than once;

(2) All environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power generator is otherwise entitled convey to the purchaser (i.e. Government);

(3) The offeror has not sold any emission allowances/credits, or other environmental attributes which are specifically owned by or to which the renewable power generator is otherwise entitled to convey associated with renewable power; and

(4) The renewable power that is used to fulfill the requirements of this solicitation is also not being used to meet any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The Annual Report shall be submitted to both the CO and COR at the addresses specified in Section A.17 no later October 31 each year and shall contain Attachments 1 and 2. The independent third party auditor shall be submitted in the Contractor's proposal and approved by the Government at the time of contract award. The following are examples of third party verification that the Government considers acceptable: Environmental Resources Trust; Green-e; Independent Auditors Report; TerraChoice; and State/Regional Verification Methods Approved by a State Governmental Entity/Public Utilities Commission/Regional Power Pool (i.e. Texas REC system administered by ERCOT, the PJM Generation Attribute Tracking System of the PJM Environmental Information Services, Inc., or the New England Power Pool (NEPOOL) Generation Information System (GIS). The Government will also consider for approval other third party verification methods/entities.

Renewable Power Vintage: To qualify as eligible renewable power (delivered renewable power or renewable power certificates) under this contract, the renewable power must be generated during the Government's applicable fiscal year calendar which is October 1 through September 30 for each year of the contract and the six (6) months immediately preceding that time period and the three (3) months immediately following that time period (e.g. April 1, 2015 through December 31, 2016).

Definition of Renewable Energy

For the purposes of this contract and this Section A.12, renewable energy shall have the definition as specified by the Energy Policy Act of 2005. Accordingly, "renewable energy" means electric energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additional new capacity at an existing hydroelectric project. Under the Energy Policy Act of 2005 and this contract, the term "biomass" shall have the definition listed below.

Biomass - the term 'biomass' means any lignin waste material that is segregated from other waste materials and is determined to be non-hazardous by the Administrator of the Environmental Protection Agency and any solid, non-hazardous cellulosic material that is derived from:

- any of the following forest-related resources: mill residues, precommercial thinnings, slash, and brush, or nonmerchantable material;
- solid wood waste materials, including waste pallets, crates, dunnage, manufacturing and construction wood wastes (other than pressure-treated, chemically-treated, or painted wood wastes), and landscape or right-of-way tree trimmings, but not including municipal solid waste

(garbage), gas derived from the bio-degradation of solid waste, or paper that is commonly recycled

- agricultural wastes, including orchard tree crops, vineyard, grain, legumes, sugar, and other crop by-products or residues, and livestock waste nutrients; or
- a plant that is grown exclusively as a fuel for the production of electricity.

"Renewable energy certificates" (RECs) are unique certificates that represent all of the environmental attributes or benefits of a specific quantity of renewable generation. RECs are created when a renewable energy facility generates electricity. The terms Renewable Energy Credits, Tradable Renewable Certificates, renewable power or Green Tags, are equivalent terms.

In addition, to meet Federal environmental goals and policies, facilities included in the contract may choose to purchase additional amounts of renewable energy to meet applicable Federal environmental goals and policies via bilateral modification to this contract. Terms and conditions that apply to such purchases will be addressed through a bilateral modification.

A.13 LOAD CHANGES DURING THE TERM OF THE CONTRACT

As indicated in Section A.1 and in the Notes portion of Section C.2, this contract is for the full requirements of each account at the Delivery Point. The full requirements are expressed on Exhibit 1 of the solicitation. The Government does not estimate that its aggregate load will change in a significant manner throughout the term of this contract unless noted on Exhibit 1. The Government considers an annual change in the aggregate kWh consumption in excess of ten percent (10%) to be significant. The historical volumes are given in Exhibit 1 and these volumes will be used in determining monthly changes. In the event of a significant change in contract load, the Government agrees, if requested by the Contractor, to negotiate in good faith to equitably adjust contract pricing so that the Contractor is made whole for any incremental costs associated with such load change beyond the ten percent (10%) measurement threshold. Any proposed adjustments to contract pricing must compare the contract price with the market price at the time of usage deviation to arrive at an adjustment to contract pricing. The Government will notify the Contractor of any significant anticipated load changes as soon as it becomes aware of such anticipated changes.

A.14 SPECIAL CONTRACT TERMINATION - LIQUIDATION OF CONTRACT POSITION

At any time following contract execution or during the term of this contract, the Government may terminate this contract. The Government will pay any penalties imposed by the LDU or other appropriate authority (including, without limitation, power pool or power exchange, independent system operator, regional transmission organizations) associated with such termination. Upon termination, the Contractor and the Government will have no further obligation to each other with respect to the terminated contract except as described herein. If termination applies to a contract that is currently enrolled by the Contractor as the supplier of record with the LDU, then the Government must provide at least sixty (60) days prior notice of termination to the Contractor. Upon termination of an enrolled account, Contractor will return such account to LDU service on the next available meter read date as determined by the LDU, and the party's respective obligations under this contract will cease on that meter read date. At the time the contract is terminated the Contractor will make a reasonable assessment of the difference between the Contract Price (Price A) and the market based price for the same supply at the time the contract is terminated (Price B). If Price A is greater than Price B the Government shall pay the Contractor the difference between Price A and Price B. The Contractor's assessment of Price B shall include any incidental costs such as administrative costs, brokerage fees, transmission or increased tax costs for termination, provided such incidental costs are reasonable and documented for the Government.

A.15 TAXES

(a)(1) After-imposed Federal, State, and local tax, as used in this paragraph, means any new or increased Federal, State, and local tax or duty, or tax on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(2) After-relieved Federal, State, and local tax, as used in this paragraph, means any amount of Federal, State, and local tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but that the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
(c) The contract price shall be decreased by the amount of any after-relieved Federal, State, and local tax.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification.

A.16 CHANGE OF REGULATION

(a)(1) Imposed Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any new or modified Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that result in new or increased charges that the Contractor is required to pay or bear as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.

(2) Relieved Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that the Contractor is no longer required to pay or bear, or for which the Contractor obtains a refund or reduction, as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.
(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local regulation, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local regulation or rate increase was included in the contract price, as a contingency reserve or otherwise, and that the Contractor provides sufficient documentation to support the increase.
(c) The contract price shall be decreased by the amount of any relieved Federal, State, and local regulation.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification. In the event that the Government and the Contractor cannot agree to an acceptable contract adjustment, the Government will unilaterally adjust the contract price via modification subject to the Disputes provisions of FAR 52.212-4(d) incorporated in the contract.

A.17 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the General Services Administration's Energy Division (PMAA). The Contracting Officer (CO) for the administration of this contract is:

Ken Shutika	Telephone	(202) 329-1826
Energy Division (PMAA)		
1800 F Street, NW, Rm. 5116	Email	ken.shutika@gsa.gov
Washington, DC 20405		

A.18 DAMAGES FOR MISSING CONTRACT START DATE

In the event that the start date for electric supply is missed due solely to the fault of the Contractor and an account(s) is required to remain with the LDU at regulated rates, then the Contractor shall reimburse such account the difference between the contract rate and the billed regulated rates in the event that the regulated rates paid are greater than the contract rates. Affected accounts shall be reimbursed via check made out to the LDU on behalf of the affected account(s) or via credits on future bills.

A.19 MARKETING RECS FOR CONTRACT ACCOUNTS

During the term of this contract, some of the accounts included in this contract may desire to have the Contractor market the RECs produced by onsite renewable resources located behind accounts included in this contract. In that event, the Contractor agrees to cooperate with account holder to obtain market prices for properly registered renewable resources (RECs/SRECs) on behalf of account holder and to credit the account the REC market price (MWhs times $/MWh) minus a commercially reasonable Contractor remarket fee to be negotiated between the

parties. The account holder and Contractor shall mutually determine the frequency of such crediting transactions. The details for transactions under this Section A.19 will be covered in mutually negotiated modifications to this contract. The Government will note in Exhibit 1 any known renewable resources and their estimated size in KW.

A.20 LIMITATION OF LIABILITY

Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary nor indirect damages.

A.21 ESTABLISHMENT OF PJM SUBACCOUNT FOR GRID-BASED RENEWABLE ENERGY

To meet Federal environmental and renewable purchase goals, GSA has entered into long-term renewable energy contracts for the purchase of output from two (2) solar and one (1) wind resource in the PJM grid. During the term of this contract, GSA may request that the Contractor establish a PJM subaccount to assist GSA to satisfy its obligations to 3rd party generator(s) under these contracts. Upon request, the Contractor agrees to negotiate in good faith with GSA to establish commercially reasonable terms and conditions to cover such an arrangement.

A.22 NET METERING

As noted on Exhibit 1, the Architect of the Capitol's (AOC) power plant account will be installing a cogeneration facility projected to be operational in June 2018. As outlined on the Exhibit-AOC tab, the AOC power plant will be producing excess power during certain hours and months during the year. It is anticipated that prior to the operational date of June 2018, PEPCO and the AOC will gain approval from the Public Service Commission of the District of Columbia (PSCDC) to have this excess power be applied on an hourly basis to one or more AOC accounts identified on Exhibit 1. In such event, the Contractor agrees to deliver the net metered amount provided by PEPCO for these identified accounts.

SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

B.1 CLAUSES INCORPORATED BY REFERENCE

The FAR Can Be Accessed At The Following Internet Address: **http://www.arnet.gov/far/**

(a) **FAR 52.212-1** **Instructions to Offerors-Commercial Items** (OCT 2015)
[Reference FAR 12.301(b)(1)]

Addendum to FAR 52.212-1

The offeror agrees to hold the prices offered in response to this solicitation until 12:30 p.m. on the date specified in Section C.3 of this solicitation.

(b) **FAR 52.212-4** **Contract Terms and Conditions-Commercial Items** (MAY 2015)
[Reference FAR 12.301(b)(3)]

Addendum To FAR 52.212-4

(1) The following section on *Title* overcomes and has precedence over the Title section of the clause at FAR 52.212-4 (n) in its entirety.

Title
Title to electricity supplied by the Contractor under this contract shall pass from the Contractor to the Government upon delivery of said electricity to the Delivery Point. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of all liens, claims and encumbrances arising prior to delivery to the Delivery Point.

(2) The following section on *Force Majeure* overcomes and has precedence over the Excusable Delays section of the clause at 52.214-4 (f) in its entirety.

Force Majeure
The Contractor shall be responsible for delivery of electricity to the Delivery Points specified under the terms of the contract unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any cause beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, delays of common carriers (for example, any third party transmission provider or LDU), and acts of the Government in either its sovereign or contractual capacity. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure condition, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such condition.

In no event shall the economic hardship of either party constitute a Force Majeure condition. Likewise, the inability of the Contractor to obtain transmission or generation unless such inability is due to a Force Majuere, or the event of higher actual costs than contracted costs to the Contractor shall not constitute a Force Majeure condition.

(3) The following section on ***Termination for Cause*** overcomes and has precedence over the Termination for Cause section of the clause at FAR 52.212-4 (m) in its entirety.

The Government may terminate for cause in the event of a material failure to comply with any term or condition which is not remedied within 10 business days from the date of notice of the default. In the event

of termination for cause, the Government shall not be liable to the contractor for any amount for supplies of services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience as provided for in Section A.14 of the Scope of Work.

(c) **FAR 52.216-21** **Requirements** (OCT 1995)
[Reference FAR 16.506(d)]

B.2 CLAUSES IN FULL TEXT

FAR 52.204-6 **Data Universal Numbering System Number** (JUL 2013)
[Reference FAR 4.607(a)]

(a) *Definition.* "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

FAR 52.204-7 System for Award Management (JUL 2013)
[Reference FAR 4.1105(a)(1)]

(a) Definitions. As used in this provision—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM)" means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process and

(4) The Government has marked the record "Active"

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

(End of clause)

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202, insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _221112_.

(2) The small business size standard is _750 employees_.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

_____ _____ _____

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.212-2 Evaluation-Commercial Items.
As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The basis for this evaluation is prescribed in Section D herein.

Technical and past performance, when combined, are approximately equal in importance when compared to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.
As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2015) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

_X_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

_X_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

NOT APPLICABLE (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

NOT APPLICABLE (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

NOT APPLICABLE (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.233-2 Service of Protest
[Reference FAR 33.106]

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kenneth M. Shutika, Contracting Officer
GSA, Energy Division (PMAA), Room 5116
1800 F Street, NW
Washington, DC 20405

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

SECTION C: SUBMISSION REQUIREMENTS:

At the time that proposals are due all offerors are required to submit the following information in writing:

C.1 EVIDENCE OF TECHNICAL QUALIFICATION

(a) General: Due to the critical nature of the electricity procured under this solicitation, the ability of the offeror to adhere to the commitments made in this contract is crucial. Offerors are required to submit the information outlined below so that the Government may make a relative determination of technical merits of the offeror without requesting additional information from an offeror.

(b) General Responsibility: The evidence of technical qualifications required below is in addition to the general responsibility criteria set forth in FAR 9.104. The Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

(c) Minimum Requirements: **Failure to meet any of the following minimum requirements may constitute a technically unacceptable offer**. For the purposes of this section C.1 paragraph (4), the experience of the parent or affiliate may be used to satisfy a portion of the requirements. Each offeror must provide evidence:

(1) That they are licensed by the appropriate state public utility commissions namely the Public Service Commission of the District of Columbia (PSCDC) and/or the Maryland Public Service Commission (MDPSC) respectively to provide electric supply to retail electric customers and are Electronic Data Interchange (EDI) and otherwise suitably qualified by the LDUs in which physical delivery will take place.

(2) That they possess a Federal Energy Regulatory Commission (FERC) power marketing license. Include FERC Docket No., Date of Application, and Date of Approval.

(3) That the offeror has firm transmission service agreements and/or network transmission agreements in the offeror's name with the PJM Interconnection (PJM) for the interconnection points between the LDU system and PJM to effect delivery to the Delivery Points of this contract.

(4) That the offeror possesses experience providing firm supply and firm transmission of electricity to at least ten (10) retail electric customers with peak annual demands in excess of 5,000 KW behind LDU's located within PJM during the past 12 months or possess experience providing firm supply and firm transmission of electricity to one customer with multiple accounts that in the aggregate exceeds a peak load of 50,000 KW. Offerors must provide the contact persons and telephone numbers for at least three (3) of the ten (10) electric customers provided for this item.

(5) That the offeror has the financial wherewithal to execute and support the transaction contemplated herein throughout the term of the contract, and employs risk management measures related to providing retail electric supply and has developed plans to supply the energy required by this contract to the Delivery Point. Supply plans must specifically address steps that the offeror will be taking to minimize risk to the Government in the event of a wholesale supplier default and any protections the Government may be afforded in such event.

(6) A description of the type of renewable power that the offeror is proposing to meet the renewable power requirements of this solicitation and the independent third party auditor proposed to meet the requirements of Section A.12.

(7) That the offeror has experience providing PJM subaccounts to retail customers.

(8) The offeror's DUNS number.

(9) A copy of offeror's SAM registration.

(10) That the offeror possesses experience supplying index and block priced accounts (DC group only).

(11) Offerors should provide a description of the number of credit-worthy wholesale counter parties that blocks could be obtained from and a listing of those firms if available (DC group only).

C.2 PRICE PROPOSAL

General. The Government is requesting pricing for fifty-three (53) full monthly billing cycles. Offerors shall begin supply with the PEPCO June 2017 meter read date or as noted in Exhibit 1. Any account start dates that deviate from PEPCO June 2017 will be noted on Exhibit 1. With the exception of the Architect of the Capitol's Power Plant account after the June 2018 meter read date (see Exhibit 1 Note 1), Offerors are required to offer a flat, firm fixed price per kWh. The offered prices may vary on an annual basis during the fifty-three (53) month term provided they are flat, firm fixed prices per kWh.

Pricing Groups. The Government has divided its requirements into two (2) pricing groups: PEPCO MD and PEPCO DC. With the exception of the Architect of the Capitol's Power Plant account after the June 2018 meter read date (see Exhibit 1 Note 1), the rate offered for each pricing group must be the same for every account in the pricing group. The renewable power products offered to various pricing groups must comply with the provisions of Section A.12. See Exhibit 1 for precise quantities and account information.

With the exception of the Architect of the Capitol's Power Plant account after the June 2018 meter read date (see Exhibit 1 Note 1), the Government requires a flat, firm fixed price per kWh to include all applicable taxes, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including renewable portfolio standards (RPS), Auction Revenue Rights (ARRs), Transmission Limit Calculations (TLCs), and line losses, with the exception of capacity and network firm transmission service. **Capacity, Reliability Must Run (RMR), FERC Order 745 costs, and transmission service will be treated as pass through items in accordance with the terms and conditions of this contract.**

PRICING GROUPS

PEPCO DC Accounts–See Section A.12 for renewable power content – With the exception of the Architect of the Capitol's (AOC) Power Plant account after the June 2018 meter read date (see Exhibit 1 Note 1), the Government requires a flat, firm fixed price per kWh for the contract term (i.e. 53 consecutive, full monthly billing cycles) to include all applicable taxes, fees, coordination costs, energy, RPS and ancillary services, including but not limited to ARRs and TLCs, for the firm supply of electricity necessary for the accounts with the exception capacity and network firm transmission service. **Capacity, RMR, FERC Order 745 and transmission (NITS, RTEP and TEC) will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity and network transmission service will be as defined in the Notes to Pricing and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity and/or transmission rates change and the effective date of the change.

AOC Power Plant Account No. 0550194924327001814145 Post June 2018 Meter Read Pricing Only

BLOCK AND INDEX PRICING. For the AOC Power Plant account only, Offerors shall submit pricing in accordance with the pricing format described below for the time period from the June 2018 meter read date to the November 2021 meter read date. The Supply Service Fee must remain fixed for the forty-one (41) monthly billing cycles. The block and index pricing format is as follows:

1) ***Energy Cost*** – Hourly energy consumption, as determined by the LDU, increased for line losses to the appropriate LDU Zone, as set forth in the LDU Tariff, multiplied by the either the day-ahead or real-time PJM hourly Locational Marginal Price (LMP) at the appropriate LDU Zone. The day-ahead LMP will be used for hourly load settling in the day-ahead market and the real-time LMP will be used for hourly load settling in the real time market. The Contractor agrees to provide Government or its representative access to the day-ahead market for

the purpose of scheduling load, not to exceed 100% of Government's estimated load forecast. The Government or its representative will arrange to provide day-ahead purchase schedules to Contractor in a timely manner consistent with applicable PJM deadlines. The default Energy Cost Pricing for this contract will be day-ahead PJM hourly LMP unless otherwise changed by the Government or its representative.

2 & 3) ***Capacity (UCAP) and Network Transmission Costs (NITS)*** – The Contractor will provide UCAP and NITS in accordance with the definition for UCAP and NITS provided below.

4) ***Ancillary Service Cost*** – All charges and credits that are not UCAP, NITS, RPS and Energy as defined herein should be included in Ancillary Service Costs under this contract.

5) ***Renewable Energy Portfolio Standards Costs (RPS)*** – The costs associated with complying with the State of Washington, DC's RPS then in effect.

6) ***Supply Service Fee for Accounts included in Block and Index Pricing Group*** – $_____/kWh for all physical electric power delivered to the account pursuant to this Contract (to 5 decimal places).

Total Indexed Electric Cost: The total amount charged by the Contractor shall be the sum of items 1 – 6 plus any block purchases. Charges for block purchases, if any, will be allocated to specific accounts prior to calculating indexed energy costs. The Contractor shall aggregate the energy consumption amounts for all accounts prior to calculating energy-based charges (items 1, 4, 5 and 6 above). The Contractor shall calculate Capacity and Network Transmission charges (items 2 and 3 above) on an individual account basis. The Contractor shall provide individual account billing (one invoice for each account unless otherwise indicated) for each account and provide the Government's Contracting Officer with a monthly summary of all monthly bills. The Contractor will provide electronic data to support invoices to the Government with each invoice. For those accounts that do not have hourly metering installed, the Contractor shall use the aggregate average of item 1 for the monthly $/kWh energy charge applicable to non-hourly metered accounts.
Indices: In the event that the PJM LMP or any other index upon which any price is determined is discontinued or substantially altered in its application, the parties shall agree upon replacement index.

The above prices exclude all LDU distribution charges, sales tax on the LDU charges and LDU non-by-passable charges, which shall be the responsibility of the Government.

Delivery Point: The point of interconnection between the PJM transmission system and the LDU distribution is the appropriate PJM LDU Zone for the Block and Index account unless otherwise noted on Exhibit 1.

Block Purchases: At any point during the term of this contract, the Government may request the Contractor to make block energy purchases for delivery to the Block and Index Pricing account that will be allocated to the various accounts in accordance with Government directed block allocations. The block energy purchase may be for on-peak and/or off-peak energy. At the time of the request, the Government and Contractor shall define the block purchase parameters. The block purchase(s) will be allocated to specific accounts based on instructions provided by the Government. Such block purchase(s) shall be priced based on prevailing market conditions and subject to no additional mark-up except the Supply Service Fee. The Contractor will obtain pricing quotes from at least three (3) wholesale counterparties for each separate block purchase and will provide such quotes to Government upon request to ensure that adequate competition is being obtained. The Government agrees to keep quote information confidential. The Government has no obligation to accept such offers and reserves the right to direct the Contractor to transact with any creditworthy counterparty with which the Contractor has an established trading relationship and sufficient available credit to execute the transaction on behalf of the Government.

PRICING DEFINITIONS:
Summer - is defined as the billing months of June through September.
Winter - is defined as the billing months of October through May.
On-Peak – is defined as the hours of 7:00 a.m. to 10:59 p.m. weekdays excluding weekends and NERC holidays.
Off-Peak - is defined as all hours that are not On-Peak hours as defined above.
Capacity (UCAP) Cost – See Note 2 to Pricing below.
Network Integrated Transmission Service (NITS) Cost – See Note 3 to Pricing below.

The Contractor will notify the Government when NITS and UCAP rates and volumetric requirements change to assist in managing its accounts.

CONTRACT RATE SCHEDULE – PEPCO DC

TERM: 53 Months

Kilowatt-hour Charge $_____/kWh – 53 months (full monthly billing cycles)(to 5 decimal places)

AOC Supply Service Fee $_____/kWh – 41 months (full monthly billing cycles)(to 5 decimal places) (estimated 99,409,904 kWhs over 41 months)

PEPCO MD Accounts–See Section A.12 for renewable power content - The Government requires a flat, firm fixed price per kWh for the contract term (i.e. 53 consecutive, full monthly billing cycles) to include all applicable taxes, fees, coordination costs, energy, RPS and ancillary services, including but not limited to ARRs and TLCs, for the firm supply of electricity necessary for the accounts with the exception of capacity and network firm transmission service. **Capacity, RMR, FERC Order 745, and transmission (NITS, RTEP and TEC) will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity and network transmission service will be as defined in the Notes to Pricing and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity and/or transmission rates change and the effective date of the change.

CONTRACT RATE SCHEDULE – PEPCO MD

TERM: 53 Months

Kilowatt-hour Charge

$_____/kWh – 53 months (full monthly billing cycles)(to 5 decimal places)

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. Since it is impossible to determine the precise quantities that will be needed during the contract term, the Contractor whose offer is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.

(2) Capacity (UCAP) prices and volumes shall adjust every June 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current PJM capacity auction price for the respective PJM zone and PJM year. Transmission volumes and prices generally adjust every January 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current LDU transmission rates. The Government, at its option, may fix capacity prices for some or all of the contract term via bilateral contract modification.

Capacity (UCAP) Cost – is defined as the required amount of UCAP for the Government as determined by the LDU applying the then current PJM guidelines. The price of capacity charged shall be the product of the RPM final zonal net load price, which may include a capacity performance product as determined by PJM and approved by FERC, (expressed in $/MW-day) and the Government's Unforced Capacity Obligation, multiplied by the number of days in the billing cycle for each account. The Unforced Capacity Obligation is equal to the Obligation

Peak load times the Final RPM Zonal scaling factor times the Forecast Pool Requirement, as those terms are defined by PJM, for the relevant time period and zone in which the account is located. Final zonal net load capacity prices are typically not established until shortly before (or on the 1st day) new Capacity rates become effective. The Contractor will provide the Government notification of capacity price changes and the effective date of such changes.

(3) Network Integrated Transmission Service (NITS) Cost - is defined as the currently effective network integrated transmission rate as specified by the currently effective PJM OATT Tariff page for the applicable delivery zone (reference PJM Transmission Tariff Attachment H9 Annual Transmission Rates). NITS costs are the product of the Contractor's transmission capacity obligation associated with electric delivery to each of the Government's accounts as determined by the LDU, multiplied by the actual PJM average daily NITS charges stated in $/KW/day for the applicable delivery zone, multiplied by the number of days in the billing cycle for each account. The price for NITS may change from time to time in order to pass through changes in the PJM OATT rate.

(4) All costs to the facility up to the Local Distribution Utility's system for all Pricing Groups are to be included in the energy prices submitted except as specified in this solicitation. All costs includes but is not limited to all applicable taxes and duties, fees, coordination costs, etc, as applicable.

(5) The Contractor will be responsible for all nominations and imbalance procedures and costs. Any costs or penalties incurred as a result of the Contractor's failure to deliver, nominate or balance will be the responsibility of the Contractor.

(6) The Government and the accounts included in this solicitation are exempt from state and local sales taxes. The Government will cooperate with the Contractor to complete any necessary tax exempt forms.

(7) The pricing submitted for all pricing groups shall be for metered usage at the LDU's meter(s) for each account.

(8) The offeror agrees to hold the prices in its price proposal firm until from the time prices are submitted on July 21, 2016 until 12:30 p.m. ET on July 21, 2016 for all pricing groups.

(9) This solicitation's renewable power content requirements are in addition to any renewable power required to comply with the State of Maryland's and the District of Columbia's renewable portfolio standards during the contract(s).

(10) Offerors are instructed to treat Regional Transmission Expansion Plan (RTEP)/Transmission Enhancement Costs (TEC) as a pass-through transmission pricing charge.

(11) Offerors are instructed to include Auction Revenue Rights (ARRs) in the fixed energy price.

(12) Offerors are instructed to include Marginal Loss Credits (MLCs) in the fixed energy price.

(13) Offerors are instructed to offer pricing in accordance with the renewable portfolio standard (RPS) requirements in effect on the date of pricing (i.e. July 21, 2016). Both the District of Columbia and Maryland are proposing to modify their respective RPS requirements. In the event that RPS requirements are revised such that the resulting contract(s) is not exempted from the RPS revisions, the RPS changes would be addressed under Section A.16 – Change of Regulation.

(14) For PEPCO MD accounts, offerors are instructed not to include costs related to complying with the Maryland Offshore Wind Energy Act of 2013 (MOWEA) in their pricing. Should obligations under MOWEA take effect during the term of this contract, the charges will be addressed under the Section A.16 Change of Regulation as an imposed charge.

C.3 SUBMISSION OF PROPOSALS

In order to facilitate timely evaluation of offeror proposals, the Government will request and evaluate technical qualifications before submission of price proposals.

Evidence of Technical Qualification: Offerors must submit 1 original copy of the Evidence of Technical Qualification, which includes the FAR 52.212-3 Offeror's Representations and Certifications - Commercial Items (NOV 2015). Proposals must be marked as RFP GS-00P-16-BSD-1217. Evidence of Technical Qualification must be received no later than 2:00 p.m. ET on July 14, 2016 at the email address listed below. **Email, do not mail, submissions of the Evidence of Technical Qualification to ken.shutika@gsa.gov.**

GSA, Energy Division (PMA), Room #5118
1800 F Street, NW
Washington, DC 20405
Attn: Kenneth M. Shutika, Contracting Officer
Solicitation No. GS-00P-16-BSD-1217
Email: ken.shutika@gsa.gov

Price Proposal: All pricing received as a result of this solicitation shall be submitted to ken.shutika@gsa.gov by 11:30 a.m. on July 21, 2016.

CAUTION: OFFERORS ARE CAUTIONED THAT ANY AMENDMENTS MUST BE ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.

SECTION D: EVALUATION FACTORS FOR AWARD:

D.1 EVALUATION

The Government intends to award a contract(s) on the basis of the technically acceptable proposal(s) that that will result in the best value for each pricing group included in this solicitation. Technically acceptable proposals will be those proposals that meet the requirements contained in Section C.1. To receive an award, prices received must be deemed fair and reasonable prices. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price and technical standpoint.

The Government will determine the offered price as outlined in Section C of the solicitation. For the purposes of evaluation, the Government is assuming that its requirements will remain consistent with historical usage patterns over the contract terms being bid unless otherwise indicated. For the PEPCO DC group, the Government will determine the total fixed price offered over the 53 month term and combine that with the 41 month AOC Power Plant supplier service fee to arrive at the PEPCO DC evaluated price.

In addition, the Government may, at its discretion and for any reason, choose not to make award or request that offerors reprice all or some of the solicitation's electric requirements at a later date via an amendment to the solicitation.

D.2 BASIS FOR AWARD

For the PEPCO DC and the PEPCO MD pricing groups, it is the intent of the Government to award a contract(s) for each pricing group to the lowest price ($/kWh) (determined in accordance with Section D.1 above) received from an offeror for the requested contract term that meets the solicitation's qualifications provided that the price is deemed to be a fair and reasonable price. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price, capability, and responsibility standpoint.

D.3 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN

Depending upon the total dollar value of the resultant awarded contract(s) and the size status of the Contractor, the Contractor may be required to submit a subcontracting plan for small businesses in accordance with FAR Clause 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The Contractor's plan must be submitted within two (2) weeks of the award of this contract.

D.4 POST AWARD REQUIREMENT FOR SERVICE START DATE REPORTING

The winning Contractor(s) will be required to provide a spreadsheet clearly identifying each account number being served as a result of the contract award and the expected start date for each of these accounts. This spreadsheet will be due within twenty-five (25) calendar days after award of the contract.

ATTACHMENT 1 ATTESTATION FROM RENEWABLE ENERGY SUPPLIER

I, (print name and title)_____, declare under penalty of perjury,

on behalf of (name of renewable power/REC provider)_____, that

1) all the renewable power/RECs sold under this GSA Contract GS-00P-16-BSD-1217 were generated by eligible renewable energy generators as defined by this Contract;
2) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable power/RECs purchased under this GSA Contract GS-00P-16-BSD-1217 were transferred to the Government;
3) the renewable attributes represented by the renewable power/RECs were not sold, marketed or otherwise claimed by a third party; and
4) the renewable attributes comply with the vintage requirements contained in Section A.12 of the contract.

Name of renewable power/REC product:

- _____
- _____
- _____

I further declare that statements listed above are true and correct, that the renewable power/RECs claimed for the product were sold once and only once, and that the electrical energy that was generated with the renewable power/RECs claimed was not sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate. As an authorized agent of the aforementioned Company, I have authority to submit this report on the company's behalf.

_____ _____

Signature Date
Renewable Power/REC Provider

GENERATOR REGISTRATION FORM AND ATTESTATION

Facility Information

Name of Facility:_____

Address of Facility:_____

Facility ID Number[1]:_____ EIA or QF? (circle one)

Contact Person:_____ Title:_____

Telephone:_____ Fax:_____

Fuel Type	Capacity* (MW)	MWh/RECs Sold	Date Facility First Operational		Period of Delivery (Q#/yy or mm/yy)**
Biomass _____ *(indicate fuel type)*					
Geothermal					
Landfill Gas/ Digester Gas					
Wind					
Solar electric					
Hydroelectric Ocean Waste-to-Energy					

* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.
** List as separate line items MWh for each month or quarter.

Page 1 of 2

[1] Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number.

Declaration:

I, (print name and title)_____,
declare under the penalty of perjury, that the information provided on this form is true and correct to the best of my knowledge.

Further, I declare that the (indicate) ___ renewable megawatt hours/ ___ renewable attributes listed above were sold exclusively to (name of renewable power/REC provider) _____.
Further, I declare that 1) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable electricity generation listed below were transferred to the renewable power/REC provider above, 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

Further, I declare that the facilities that generated all of the (indicate) ___ renewable kilowatt hours/ ___ renewable attributes sold to (name of renewable power/REC supplier) are listed above by fuel type.

As an authorized agent of (generating company name) _____.
I attest that the above statements are true and correct.

Signature:_____Date:_____

This form is used by Government to verify the accuracy of claims made by retail marketers.

Page 2 of 2

ATTACHMENT 2
RENEWABLE POWER/RENEWABLE ENERGY CERTIFICATE NOTIFICATION

(Contractor Name) certifies that Renewable Power/Renewable Energy Certificates in the amounts described below, associated with power generation from the Renewable Resource(s) listed below, have been provided to the Government in accordance with the terms of Contract No. GS-00P-16-BSD-1217 for the period **(Insert Dates).** The Renewable Power/Renewable Energy Certificate(s) provided to Government include emissions, and other environmental characteristics associated with renewable resources. The Renewable Energy Certificate(s) do not include energy, capacity, or other attributes of electrical power. **(Contractor Name)** represents and warrants that the environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, that are the subject of this Notification have not been sold, reserved, or conveyed to any party other than Government and that the electric power generated in association with this/these Renewable Power/Renewable Energy Certificate(s) has not been represented to retain or possess such attributes. The Renewable Power/Renewable Energy Certificate(s) that are the subject of this Notification are based upon the generation of electricity from **(Insert type of Renewable Resource(s))** at **(Insert Source Facility Location(s))** The total amount of Renewable Power/Renewable Energy Certificates covered by this Notification is: **(Insert Quantity conveyed in MWhs.**

Insert company name, representative name, signature (typed/printed) and date

GSA

GSA Public Buildings Service

November 9, 2017

Mr. Steve Laker
Chief Operating Officer
Agera Energy LLC
555 Pleasantville Rd S 107
Briarcliff Manor, NY 10510

RE: Award of Contract No. 47PA0418D0014 for electric power supply to Pricing Groups 2 and 5

Dear Mr. Laker:

We are pleased to inform you that Agera Energy LLC (Agera) has offered the lowest price for Pricing Groups 2 and 5 included in Solicitation No. GS-00P-18-BSD-1501 for a term of twelve (12) months. As such, GSA is pleased to award Contract No. 47PA0418D0014 to Agera at your offered price of $0.06706/kWh for the ConEdison Pricing Group 2 and your offered price of $0.04183/kWh for the National Grid Pricing Group 5 for all energy pricing components with the exception of NY Gross Receipts Tax and Transmission Owner Transmission Solutions costs (see Attachment No. 4 of the contract). We estimate that the annual contract volume for the ConEdison Pricing Group 2 will be approximately 9,476,080 kWhs and is valued at an estimated $635,466 over the contract term. We estimate that the total contract volume for the National Grid Pricing Group 5 will be approximately 806,240 kWhs and is valued at an estimated $33,725 over the contract term. The contract has a 20% renewable power component. The contract also has a six (6) month extension period available. Bills for electric supply will be rendered separately by Agera. GSA requests that Agera provide account numbers for each account included in the contract as soon as possible so agencies can begin to issue delivery orders against the contract.

We look forward to working with Agera on this contract. Should you have any questions, feel free to contact me on (202) 329-1826 or at ken.shutika@gsa.gov.

(b) (6)
[redacted]

Contracting Officer
GSA, Energy Division (PMAA)

Attachment

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1. REQUISITION NO.	PAGE 1 OF 47
2. CONTRACT NO. 47PA0418D0014	3. AWARD/EFFECTIVE DATE 11/9/17	4. ORDER NO.	5. SOLICITATION NO. GS-00P-18-BSD-1501	6. SOLICITATION ISSUE DATE 10/12/2017
7. FOR SOLICITATION INFORMATION CALL ▶	a. NAME Kenneth M. Shutika		b. TELEPHONE NO. (No collect calls) (202) 329-1826	8. OFFER DUE DATE/LOCAL TIME 11/02/17

9. ISSUED BY — CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5118
Washington, DC 20405

10. THIS ACQUISITION IS
☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ SMALL DISADV BUSINESS
☐ 8(A)
SIC: 4911
SIZE STD: 750 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO — CODE
See Block 9 Address

16. ADMINISTERED BY — CODE
See Block 9

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510
TELEPHONE NO

18a. PAYMENT WILL BE MADE BY — CODE
Individual Agencies

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	See SUBMISSION REQUIREMENTS - PRICING SECTION C.1 Pricing Group 2 - ConEd 12 mos	See Exhibit 1	kWh	$0.06706	
	Pricing Group 5 - NGrid 12 mos.			$0.04183	
	TOTAL *(Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA: est.

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $669,191

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28. ☐ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☒ AWARD OF CONTRACT: REFERENCE your OFFER DATED 11/9/17 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b) (6) [redacted]

(b) (6) [redacted]

30a. NAME AND TITLE OF SIGNER (TYPE OR PRINT): Steven C Laker, COO

30c. DATE SIGNED: 10/30/17

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Kenneth M. Shutika

31c. DATE SIGNED: 11/9/17

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER ☐ PARTIAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

42a. RECEIVED BY *(Print)*

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT *(Location)*

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION — SEE REVERSE FOR OMB CONTROL — STANDARD FORM 1449 (10-95)
Computer Generated — NUMBER AND PAPERWORK BURDEN STATEMENT Prescribed by GSA - FAR (48 CFR) 53.212

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO.	5 PROJECT NO (If applicable)
0001	10/24/2017		

6 ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5118/Washington, DC 20405

7 ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8 NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO
GS-00P-18-BSD-1501

9B. DATED (SEE ITEM 11)
10/12/17

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to clarify in Section C.3 that the due date for offeror responses to technical qualifications is due to GSA no later than 2:00 PM ET on November 2, 2017 and to note that an updated Exhibit 1 has been posted. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)
Steven C. Linker COO
(b) (6) [redacted]

15C. DATE SIGNED
10/30/17

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Kenneth M. Shutika
Energy Management Officer
(b) (6) [redacted]

16C. DATE SIGNED
11/9/17

Pricing Group	Start Month	Utility	Agency	GSA Building #	Account Number	Service Address	City	Zip-Code	Notes	Auction Annual kWhs
2	May-18	Con Ed	GSA	NY7161ZZ	295118610000006	158-15 LIBERTY AVE ENT	JAMAICA	11433	N/A	9,253,600
2	May-18	Con Ed	GSA	NY7363ZZ	495101256030006	32 OLD SLIP 35FL	NEW YORK	10005	N/A	222,480

ENERNOC

RFP VIEW: 63099 - RETAIL ELECTRICITY

General Information

Description:	Pricing Group 2: Fixed Price All In - Fixed - 20% Green	Total Quantity (Term):	9,476,080 kWh
Customer Name:	General Services Administration (GSA)	Number of Accounts:	2
Customer Contact:	Ken Shutika	Maximum Demand:	
Deal Number:	30352 Announcement: 9664	Last Updated:	Kenneth Stambler, 11/8/2017 2:04:02 PM
State/Province:	New York		
Country:	USA		
Delivery Point:	Consolidated Edison Company of New York (ELE)		
Load Type:			
Rate Class:			

Auction Information

Auction Start Time:	11/9/2017 9:00:00 AM	RFP Status:	Active
Auction End Time:	11/9/2017 12:10:00 PM	Opening Bid ($/kWh):	0.10000
Auction Type:	Open	Reserve Price ($/kWh):	N/A
Auction Format:	Reverse - Buy	Time Left:	Auction Ended
Auction Currency:	USD - US Dollar	Total Bids:	18
Bid Significant Digits:	5	Low Bid ($/kWh):	0.06706
Bid Increment ($/kWh):	0.00001	Low Bidder:	Agera Energy, LLC

Contract Information

Delivery Start Date:	5/1/2018	Bill Type:	Dual
Delivery End Date:	4/30/2019	Payment Terms (days):	30
Contract Duration:	12 months	Payment Terms Description:	Days from Receipt
		Transaction Type:	Physical

Additional Contract Information

Exact Volumes:	False	Minimum Bandwidth Required (%):	15.00
Full Requirements:	True	Fixed Price Conversion Rights Requested:	False

Pricing Information

Form of Pricing:	Fixed	Pricing Index:	
Pricing Options:			

Pricing Components

Pass Through Capacity: No

Renewable Power Information

Additional Renewable Power: Yes

Renewable Power (%): 20.00

Additional Information

Comments to Bidders:

Pricing Group	Start Month	Utility	Agency	GSA Building #	Account Number	Service Address	City	Zip-Code	Notes	Auction Annual kWhs
5	May-18	National Grid	GSA	NY7289ZZ	0663132018	0 PROCTOR AVE, BORDER STATION	OGDENSBURG	13669	N/A	806,240

ENERNOC

RFP VIEW: 63102 - RETAIL ELECTRICITY

General Information

Description:	Pricing Group 5: Fixed Price All In - Fixed - 20% Green	Total Quantity (Term):	806,240 kWh
Customer Name:	General Services Administration (GSA)	Number of Accounts:	1
Customer Contact:	Ken Shutika	Maximum Demand:	
Deal Number:	30352 Announcement: 9664	Last Updated:	Kenneth Stambler, 11/9/2017 8:36:54 AM
State/Province:	New York		
Country:	USA		
Delivery Point:	National Grid - Niagara Mohawk (ELE)		
Load Type:			
Rate Class:			

Auction Information

Auction Start Time:	11/9/2017 9:00:00 AM	RFP Status:	Active
Auction End Time:	11/9/2017 12:25:00 PM	Opening Bid ($/kWh):	0.10000
Auction Type:	Open	Reserve Price ($/kWh):	N/A
Auction Format:	Reverse - Buy	Time Left:	Auction Ended
Auction Currency:	USD - US Dollar	Total Bids:	13
Bid Significant Digits:	5	Low Bid ($/kWh):	0.04183
Bid Increment ($/kWh):	0.00001	Low Bidder:	Agera Energy, LLC

Contract Information

Delivery Start Date:	5/1/2018	Bid Type:	Dual
Delivery End Date:	4/30/2019	Payment Terms (days):	30
Contract Duration:	12 months	Payment Terms Description:	Days from Receipt
		Transaction Type:	Physical

Additional Contract Information

Exact Volumes:	False	Minimum Bandwidth Required (%):	15.00
Full Requirements:	True	Fixed Price Conversion Rights Requested:	False

Pricing Information

Form of Pricing:	Fixed	Pricing Index:	
Pricing Options:			

Pricing Components

Pass Through Capacity: No

Renewable Power Information

Additional Renewable Power: Yes

Renewable Power (%): 20.00

Additional Information

Comments to Bidders:

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NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA: ELECTRONIC MAIL AT kcn.shutika@gsa.gov

SECTION A: SCOPE OF WORK

A.1 GENERAL

The General Services Administration (GSA or Government) is requesting proposals for the supply of all electricity supply commodity components up to the delivery point including energy, capacity, ancillary services, scheduling, renewable portfolio standard (RPS) requirements, balancing, line losses and network firm transmission necessary for the firm supply of electricity to a number of federal facilities located in the State of New York. The successful offeror (i.e. Contractor) will supply the full requirements of such electricity for up to forty-eight (48) full monthly billing cycles for accounts included in this contract. The Government has placed its requirements into five (5) pricing groups. The start dates for deliveries will vary and range from the billing cycle that begins with the applicable utilities' May 2018 to July 2018 meter read date as specified in Exhibit 1. Any projected changes in anticipated loads will be reflected in Exhibit 1.

All quantities required to be supplied to facilities included in this contract shall be considered firm requirements ("firm" means electric supply that will not be interrupted unless such interruption is due to a Force Majeure as defined in Section B) for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all actual, direct penalties assessed to facilities for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the Local Distribution Utility (LDU) at the Delivery Point for the accounts specified in Exhibit 1. The Government has organized its requirements for this solicitation in an Exhibit as described below.

Exhibit 1 consists of Excel spread sheets that specify the accounts included in this contract and provides aggregate totals. For each account, the following information is provided if available:

(a) LDU rate schedule;
(b) LDU account number;
(c) Agency/account holder;
(d) General Service Location;
(e) LDU;
(f) Monthly consumption (kWh);
(g) Registered monthly on-peak demand (KW) per LDU tariff definition;
(h) Registered monthly maximum demand (KW) per LDU tariff definition;
(i) Monthly on-peak KWH per LDU tariff definition;
(j) Monthly interm KWH per LDU tariff definition;
(k) Monthly off-peak KWH per LDU tariff definition;
(l) Monthly billing days;
(m) Monthly load factor;
(n) Range of meter read dates throughout the year;
(o) Whether hourly interval data is provided for the account (information on separate spread sheets).

A.2 DELIVERY POINT

The Delivery Point for such electricity shall be that point on the electric system at which the LDU takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities identified in Exhibit 1 of this contract. The Delivery Point shall be where the facility takes title to the electricity.

A.3 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the LDU and the interstate/intrastate transmission companies.

A.4 CREDIT FOR DEFAULT SUPPLY SERVICE

If at any time (unless under a condition of Force Majeure) an account covered by this contract is forced to accept default supply service from the LDU serving in its capacity as the utility supplier of last resort solely as a result of action/inaction by the Contractor, the Contractor shall be responsible for payment of the additional supply costs, if any, incurred.

A.5 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor prior to the Delivery Point and shall pass to the Government at and after the Delivery Point specified for each facility.

A.6 PROTECTION OF CONTRACT INFORMATION

The Government will take the necessary and usual steps to maintain the confidentiality of information submitted by offerors prior to award of the contract. The Contractor is advised that the Government will make all contract prices publicly available for the full contract period.

A.7 PAYMENT AND BILLING

For the purposes of this contract, the Contractor in its offer must select which billing option it is offering – single billing through the LDU or a dual billing option. No price preference will be given from the government in relation to the billing option selected by the Contractor. It shall be the Contractor's responsibility to ensure that proper reimbursement for electricity delivered to the Delivery Point is obtained from the LDU in accordance with applicable procedures of the appropriate regulatory bodies. Once the first billing period has taken place and bills have been received by the Government, Contractors will not be allowed to change the billing option without prior approval from GSA.

If the dual billing option is selected, the Government shall pay the Contractor through monthly bills rendered by the Contractor for each account included in this contract. The Contractor shall use the LDU's meters, meter readings, and billing cycles for the computation of bills. The Contractor must establish its own account number for the Government account and provide the corresponding LDU account number on each monthly bill. The Contractor's bill shall encompass ALL applicable charges for the electricity delivered under this contract (i.e. generation, transmission, and ancillary services, etc.) delivered to the Delivery Point in accordance with the Contract terms and conditions. Payment shall be made in accordance with FAR 32.9 (Prompt Payment), see incorporated clause 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), the incorporated clause 52.232-33 shall apply. Prior to the initiation of service under this contract, the Government account holders will provide the Contractor with all necessary billing information required for the processing of bills.

It shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing. If the dual billing option is selected, the Contractor shall ensure that the data that is normally provided to full service customers appears on the bill. Such information shall include current billing period usage (kWh), current billing period capacity and transmission charges for large accounts, capacity and transmission obligation demand figures and monthly demand amounts for large accounts, current billing period charges, previous billing period balance, and previous billing period payment.

A.8 ANTI-DEFICIENCY

In accordance with the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)), nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of the contract or to involve the Government in an obligation for the future expenditure of moneys before an appropriation is made.

A.9 AUTHORIZED USERS

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in GSA Order ADM 4800.2E (as updated) are eligible to use this contract.

A.10 ADDING AND DELETING FACILITIES TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities eligible to compete their electric requirements but not included in Exhibit 1 may request to satisfy their competitive electric requirements by use of this contract. In that event, the Government shall provide the Contractor with the facility's electric requirement and the two parties shall mutually agree as to whether to extend the full terms and conditions of this contract to such facility. Adding a facility(ies) shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award.

It is possible that certain authorized facilities included in Exhibit 1 may seek to be removed from the contract prior to the contract's termination date. In that event, the government shall provide the Contractor with a written notice 45 business days before the deletion. Deleting facilities shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award. When accounts are deleted, the methodology provided in Section A.14 shall be used to calculate early termination charges, if any. The provisions of this paragraph shall not apply to accounts with early end dates noted in Exhibit 1 at the time of contract award.

A.11 EXTENSION PROVISIONS

(a) The Government may request extension of performance, one or more times, in accordance with the existing contract terms and conditions, so long as the total additional performance period does not exceed six (6) months. If the Contractor declines to extend at the existing prices, the Government may propose a new firm fixed price for the extension. Extension of Firm Fixed Prices must be accompanied by the agreement of all parties (bilateral modification). Failure to agree will result in the expiration of the contract at the end of the current performance period.

(b) Notice of request for bilateral extension will be furnished to the Contractor not later than 45 days prior to the expiration of the contract or any extension thereof. However, nothing precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice prior to the 45 days.

(c) Notice of request for bilateral extension of this contract shall be considered to have been accomplished at the time the Government deposits written notification in the mail or provides such notification by facsimile transmission.

A.12 RENEWABLE POWER FOR FACILITIES IN THIS CONTRACT

The power content for the Pricing Groups shall contain delivered renewable power or renewable energy certificates (RECs) equivalent to twenty (20%) percent of the total usage required for Pricing Groups 1, 2, 4 and 5 and one hundred (100%) percent for Pricing Group 3 as specified in Section C.2 and on Exhibit 1 of the contract. The renewable power/REC content requirements are in addition to any renewable power required to comply with the State of New York's renewable portfolio standard (RPS) requirements, as applicable, during the term of any resultant contract(s). There are no geographic restrictions related to the RECs provided to meet this requirement. The renewable power that the offeror provides must come from renewable resources that have been placed in service within 10 years prior to the start of the Government's fiscal year for each year of the contract. For the contract's first year, resources will need to have been placed in service on or after October 1, 2007.

Annual Renewable Report

To verify compliance, the Government requires Contractors to provide an annual report verified and certified by an independent third party auditor. The annual reporting period shall be October 1 through September 30. The annual report shall contain the following elements:

(a) An affidavit attesting to the product content for the annual reporting period that:

(1) Indicates the source of new renewable power, zip code of the source and the EGRID subregion for the new source; and

(2) Indicates the source of non-new renewable power, zip code of the source and the EGRID subregion for the source.

(b) An affidavit indicating that:

(1) The offeror has not sold the renewable power more than once (as either a renewable power product or as an REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measures are taken to ensure that suppliers also do not sell renewable power more than once;

(2) All environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power generator is otherwise entitled convey to the purchaser (i.e. Government);

(3) The offeror has not sold any emission allowances/credits, or other environmental attributes which are specifically owned by or to which the renewable power generator is otherwise entitled to convey associated with renewable power; and

(4) The renewable power that is used to fulfill the requirements of this solicitation is also not being used to meet any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The Annual Report shall be submitted to both the CO and COR at the addresses specified in Section A.17 no later October 31 each year and shall contain Attachments 1 and 2. The independent third party auditor shall be submitted in the Contractor's proposal and approved by the Government at the time of contract award. The following are examples of third party verification that the Government considers acceptable: Environmental Resources Trust; Green-e; Independent Auditors Report; TerraChoice; and State/Regional Verification Methods Approved by a State Governmental Entity/Public Utilities Commission/Regional Power Pool (i.e. Texas REC system administered by ERCOT, the PJM Generation Attribute Tracking System of the PJM Environmental Information Services, Inc., or the New England Power Pool (NEPOOL) Generation Information System (GIS). The Government will also consider for approval other third party verification methods/entities.

Renewable Power Vintage: To qualify as eligible renewable power (delivered renewable power or renewable power certificates) under this contract, the renewable power must be generated during the Government's applicable fiscal year calendar which is October 1 through September 30 for each year of the contract and the six (6) months immediately preceding that time period and the three (3) months immediately following that time period (e.g. April 1, 2017 through December 31, 2018).

Definition of Renewable Energy

For the purposes of this contract and this Section A.12, renewable energy shall have the definition as specified by the Energy Policy Act of 2005. Accordingly, "renewable energy" means electric energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additional new capacity at an existing hydroelectric project. Under the Energy Policy Act of 2005 and this contract, the term "biomass" shall have the definition listed below.

Biomass - the term 'biomass' means any lignin waste material that is segregated from other waste materials and is determined to be non-hazardous by the Administrator of the Environmental Protection Agency and any solid, non-hazardous cellulosic material that is derived from:

- any of the following forest-related resources: mill residues, precommercial thinnings, slash, and brush, or nonmerchantable material;
- solid wood waste materials, including waste pallets, crates, dunnage, manufacturing and construction wood wastes (other than pressure-treated, chemically-treated, or painted wood wastes), and landscape or right-of-way tree trimmings, but not including municipal solid waste

(garbage), gas derived from the bio-degradation of solid waste, or paper that is commonly recycled

- agricultural wastes, including orchard tree crops, vineyard, grain, legumes, sugar, and other crop by-products or residues, and livestock waste nutrients; or
- a plant that is grown exclusively as a fuel for the production of electricity.

"Renewable energy certificates" (RECs) are unique certificates that represent all of the environmental attributes or benefits of a specific quantity of renewable generation. RECs are created when a renewable energy facility generates electricity. The terms Renewable Energy Credits, Tradable Renewable Certificates, renewable power or Green Tags, are equivalent terms.

In addition, to meet Federal environmental goals and policies, facilities included in the contract may choose to purchase additional amounts of renewable energy to meet applicable Federal environmental goals and policies via bilateral modification to this contract. Terms and conditions that apply to such purchases will be addressed through a bilateral modification.

A.13 LOAD CHANGES DURING THE TERM OF THE CONTRACT

As indicated in Section A.1 and in the Notes portion of Section C.2, this contract is for the full requirements of each account at the Delivery Point. The full requirements are expressed on Exhibit 1 of the solicitation. The Government does not estimate that its aggregate load will change in a significant manner throughout the term of this contract unless noted on Exhibit 1. The Government considers an annual change in the aggregate kWh consumption of each pricing group in excess of fifteen percent (15%) to be significant. The historical volumes are given in Exhibit 1 and these volumes will be used in determining annual changes. In the event of a significant change in contract load, the Government agrees, if requested by the Contractor, to negotiate in good faith to equitably adjust contract pricing so that the Contractor is made whole for any incremental costs associated with such load change beyond the fifteen percent (15%) measurement threshold. Any proposed adjustments to contract pricing must compare the contract price with the market price at the time of usage deviation to arrive at an adjustment to contract pricing. The Government will notify the Contractor of any significant anticipated load changes as soon as it becomes aware of such anticipated changes.

A.14 SPECIAL CONTRACT TERMINATION - LIQUIDATION OF CONTRACT POSITION

At any time following contract execution or during the term of this contract, the Government may terminate this contract. The Government will pay any penalties imposed by the LDU or other appropriate authority (including, without limitation, power pool or power exchange, independent system operator, regional transmission organizations) associated with such termination. Upon termination, the Contractor and the Government will have no further obligation to each other with respect to the terminated contract except as described herein. If termination applies to a contract that is currently enrolled by the Contractor as the supplier of record with the LDU, then the Government must provide at least sixty (60) days prior notice of termination to the Contractor. Upon termination of an enrolled account, Contractor will return such account to LDU service on the next available meter read date as determined by the LDU, and the party's respective obligations under this contract will cease on that meter read date. At the time the contract is terminated the Contractor will make a reasonable assessment of the difference between the Contract Price (Price A) and the market based price for the same supply at the time the contract is terminated (Price B). If Price A is greater than Price B the Government shall pay the Contractor the difference between Price A and Price B. The Contractor's assessment of Price B shall include any incidental costs such as administrative costs, brokerage fees, transmission or increased tax costs for termination, provided such incidental costs are reasonable and documented for the Government.

A.15 TAXES

(a)(1) After-imposed Federal, State, and local tax, as used in this paragraph, means any new or increased Federal, State, and local tax or duty, or tax on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(2) After-relieved Federal, State, and local tax, as used in this paragraph, means any amount of Federal, State, and local tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but that the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
(c) The contract price shall be decreased by the amount of any after-relieved Federal, State, and local tax.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification.

A.16 CHANGE OF REGULATION

(a)(1) Imposed Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any new or modified Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that result in new or increased charges that the Contractor is required to pay or bear as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.
(2) Relieved Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that the Contractor is no longer required to pay or bear, or for which the Contractor obtains a refund or reduction, as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.
(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local regulation, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local regulation or rate increase was included in the contract price, as a contingency reserve or otherwise, and that the Contractor provides sufficient documentation to support the increase.
(c) The contract price shall be decreased by the amount of any relieved Federal, State, and local regulation.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification. In the event that the Government and the Contractor cannot agree to an acceptable contract adjustment, the Government will unilaterally adjust the contract price via modification subject to the Disputes provisions of FAR 52.212-4(d) incorporated in the contract.

A.17 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the General Services Administration's Energy Division (PMAA). The Contracting Officer (CO) for the administration of this contract is:

Ken Shutika Energy Division (PMAA) 1800 F Street, NW, Rm. 5118 Washington, DC 20405	Telephone Email	(202) 329-1826 ken.shutika@gsa.gov

The Contracting Officer Representative (COR) for administration of this contract is:

Brian K. Magden Regional Energy Coordinator GSA Northeast and Caribbean Region One World Trade Center 55th Floor Room 5509 New York, New York 10007	Telephone Email	(212) 264-0591 brian.magden@gsa.gov

A.18 AUCTION PROCESS FOR PRICING USING EnerNOC

The Government shall utilize an internet based transaction platform provided by EnerNOC to obtain pricing for this procurement. Contractor's prices shall be submitted to GSA utilizing an internet based, auction transaction platform provided by EnerNOC at

https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=9664&view=1 in accordance with the instructions in Section C and the EnerNOC website. All prices submitted to the EnerNOC transaction platform shall be in accordance with the provisions of the solicitation. It shall be the responsibility of the Offeror to understand both the rules and the mechanics of the EnerNOC transaction platform.

A.19 ADMINISTRATIVE FEES

The Contractor hereby agrees to the assessment of a procurement fee on all accounts included in this contract that will be reflected in the Contractor's price. This fee is $0.0007 per kWh for all usage billed under this contract unless adjusted by the CO. This fee shall be paid directly to EnerNOC by the successful Contractor(s). In the event EnerNOC provides notice to GSA that they have not received fees from a supplier for a period of three or more months, GSA will request either proof of payment from the supplier to EnerNOC or proof that the supplier has not received payment from the end-use facility.

A.20 DAMAGES FOR MISSING CONTRACT START DATE

In the event that the start date for electric supply is missed due solely to the fault of the Contractor and an account(s) is required to remain with the LDU at regulated rates, then the Contractor shall reimburse such account the difference between the contract rate and the billed regulated rates in the event that the regulated rates paid are greater than the contract rates. Affected accounts shall be reimbursed via check made out to the LDU on behalf of the affected account(s) or via credits on future bills.

A.21 MARKETING RECS FOR CONTRACT ACCOUNTS

During the term of this contract, some of the accounts included in this contract may desire to have the Contractor market the RECs produced by onsite renewable resources located behind accounts included in this contract. In that event, the Contractor agrees to cooperate with account holder to obtain market prices for properly registered renewable resources (RECs/SRECs) on behalf of account holder and to credit the account the REC market price (MWhs times $/MWh) minus a commercially reasonable Contractor remarket fee to be negotiated between the parties. The account holder and Contractor shall mutually determine the frequency of such crediting transactions. The details for transactions under this Section A.21 will be covered in mutually negotiated modifications to this contract. The Government will note in Exhibit 1 any known renewable resources and their estimated size in KW.

A.22 LIMITATION OF LIABILITY

Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary nor indirect damages.

SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

B.1 CLAUSES INCORPORATED BY REFERENCE

The FAR Can Be Accessed At The Following Internet Address: **http://www.arnet.gov/far/**

(a) **FAR 52.212-1** **Instructions to Offerors-Commercial Items** (JAN 2017)
[Reference FAR 12.301(b)(1)]

Addendum to FAR 52.212-1

The offeror agrees to hold the prices offered in response to this solicitation until 1:30 p.m. on the date specified in Section C.3 of this solicitation.

(b) **FAR 52.212-4** **Contract Terms and Conditions-Commercial Items** (JAN 2017)
[Reference FAR 12.301(b)(3)]

Addendum To FAR 52.212-4

(1) The following section on *Title* overcomes and has precedence over the Title section of the clause at FAR 52.212-4 (n) in its entirety.

Title
Title to electricity supplied by the Contractor under this contract shall pass from the Contractor to the Government upon delivery of said electricity to the Delivery Point. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of all liens, claims and encumbrances arising prior to delivery to the Delivery Point.

(2) The following section on *Force Majeure* overcomes and has precedence over the Excusable Delays section of the clause at 52.214-4 (f) in its entirety.

Force Majeure
The Contractor shall be responsible for delivery of electricity to the Delivery Points specified under the terms of the contract unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any cause beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, delays of common carriers (for example, any third party transmission provider or LDU), and acts of the Government in either its sovereign or contractual capacity. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure condition, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such condition.

In no event shall the economic hardship of either party constitute a Force Majeure condition. Likewise, the inability of the Contractor to obtain transmission or generation unless such inability is due to a Force Majuere, or the event of higher actual costs than contracted costs to the Contractor shall not constitute a Force Majeure condition.

(3) The following section on ***Termination for Cause*** overcomes and has precedence over the Termination for Cause section of the clause at FAR 52.212-4 (m) in its entirety.

The Government may terminate for cause in the event of a material failure to comply with any term or condition which is not remedied within 10 business days from the date of notice of the default. In the event

of termination for cause, the Government shall not be liable to the contractor for any amount for supplies of services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience as provided for in Section A.14 of the Scope of Work.

(c) **FAR 52.216-21** **Requirements** (OCT 1995)
[Reference FAR 16.506(d)]

B.2 CLAUSES IN FULL TEXT

FAR 52.204-6 **Data Universal Numbering System Number** (JUL 2013)
[Reference FAR 4.607(a)]

(a) *Definition.* "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

FAR 52.204-7 **System for Award Management (OCT 2016)**
[Reference FAR 4.1105(a)(1)]

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

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

"Registered in the System for Award Management (SAM) database" means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

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

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

(End of clause)

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202(a), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _221112_.

(2) The small business size standard is _750 employees_.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance.This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.212-2 Evaluation-Commercial Items.
As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The basis for this evaluation is prescribed in Section D herein.

Technical and past performance, when combined, are approximately equal in importance when compared to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to

the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2015) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

_X_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

_X_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

NOT APPLICABLE (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206and 41 U.S.C. chapter 67).

NOT APPLICABLE (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

NOT APPLICABLE (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.233-2 Service of Protest
[Reference FAR 33.106]

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kenneth M. Shutika, Contracting Officer
GSA, Energy Division (PMAA), Room 3100
1800 F Street, NW
Washington, DC 20405

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

SECTION C: SUBMISSION REQUIREMENTS:

At the time that proposals are due all offerors are required to submit the following information in writing:

C.1 EVIDENCE OF TECHNICAL QUALIFICATION

(a) General: Due to the critical nature of the electricity procured under this solicitation, the ability of the offeror to adhere to the commitments made in this contract is crucial. Offerors are required to submit the information outlined below so that the Government may make a relative determination of technical merits of the offeror without requesting additional information from an offeror.

(b) General Responsibility: The evidence of technical qualifications required below is in addition to the general responsibility criteria set forth in FAR 9.104. The Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

(c) Minimum Requirements: **Failure to meet any of the following minimum requirements may constitute a technically unacceptable offer.** For the purposes of this section C.1 paragraph (4), the experience of the parent or affiliate may be used to satisfy a portion of the requirements. Each offeror must provide evidence:

(1) That they are licensed by the appropriate state public utility commissions namely the New York State Public Service Commission (NYSPSC) to provide electric supply to retail electric customers and are Electronic Data Interchange (EDI) and otherwise suitably qualified by the LDUs in which physical delivery will take place.

(2) That they possess a Federal Energy Regulatory Commission (FERC) power marketing license. Include FERC Docket No., Date of Application, and Date of Approval.

(3) That the offeror has firm transmission service agreements and/or network transmission agreements in the offeror's name with the New York Independent System Operator (NYISO) for the interconnection points between the LDU system and NYISO to effect delivery to the Delivery Points of this contract.

(4) Offerors must specify in their technical proposal which Pricing Groups they will be bidding on.

(5) That the offeror possesses experience providing firm supply and firm transmission of electricity to at least ten (10) retail electric customers with peak annual demands in excess of 1,000 KW behind LDU's located within New York during the past 12 months or possess experience providing firm transmission of electricity to one customer with multiple accounts located in LDU's in New York during the past 12 months that exceeds a peak load of 15,000 KW in the aggregate. Offerors must provide the contact persons, e-mails and telephone numbers for at least three (3) of the ten (10) electric customers provided for this item or the contact person, e-mail and telephone number for the one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW.

(6) That the offeror has the financial wherewithal to execute and support the transaction contemplated herein throughout the term of the contract, and employs risk management measures related to providing retail electric supply and has developed plans to supply the energy required by this contract to the Delivery Point. Supply plans must specifically address steps that the offeror will be taking to minimize risk to the Government in the event of a wholesale supplier default and any protections the Government may be afforded in such event. In addition, Offerors must either provide proof of a current rating of A or better with Moody's or Standards and Poor's or a letter of credit or proof the firm can obtain a letter of credit (performance bonds, etc.) which provides assurance that the Offeror's firm has sufficient financial credit to hedge the volumes of electricity supply they intend to bid on. In addition, Offerors that cannot provide proof of a current rating of A or better with Moody's or Standards and Poor's must provide their most recently audited financial statements. Such financial statements shall present the financial position, the results of operations, and cash flows in accordance with principles generally

accepted in the United States of America. An auditor's opinion shall accompany the financial statements and such audit shall be conducted in accordance with auditing standards generally accepted in the United States of America.

(7) A description of the type of renewable power that the offeror is proposing to meet the renewable power requirements of this solicitation and the independent third party auditor proposed to meet the requirements of Section A.12. This description must include a confirmation that the renewable power will come from renewable resources that have been placed in service on or after October 1, 2007 for the first contract year for all pricing groups, For offerors that plan to bid on Pricing Groups 1, 3 and 4; the offeror must also include a confirmation that the renewable power will come from renewable resources that have been placed in service on or after October 1, 2008 for the second contract year, October 1, 2009 for the third contract year and October 1, 2010 for the fourth contract year.

(8) The offeror's DUNS number.

(9) A copy of offeror's SAM registration.

C.2 PRICE PROPOSAL

General. The Government is requesting pricing for terms up to forty-eight (48) full monthly billing cycles. Offerors shall begin supply with the May 2017 meter read date or as noted in Exhibit 1. Any account start dates that deviate from May 2017 will be noted on Exhibit 1. Offerors are required to offer a flat, firm fixed price per kWh for all pricing groups. The offered prices must remain constant for the full contract term. Offerors do not have to offer pricing for more than one pricing group.

Pricing Groups. The Government has divided its requirements into five (5) pricing groups that reflect the size and location of accounts as well as the specific type of power requested. The rate offered for each pricing group must be the same for every account in the pricing group. The renewable power products offered to various pricing groups must comply with the provisions of Section A.12. See Exhibit 1 for estimated load requirements and account information.

Pricing Group 1 – Consolidated Edison – Multiple Agency Accounts – 48 Months - 20% renewable / 80% conventional power - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, capacity costs, Clean Energy Standard Compliance Costs including Zero Emission Credits (ZECs), transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 2 – Consolidated Edison - GSA Accounts 12 Months– 20% renewable / 80% conventional power - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, Clean Energy Standard Compliance Costs including Zero Emission Credits (ZECs), capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 3 – Consolidated Edison – UN and UNIS Accounts – 48 Months - 100% renewable - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, Clean Energy Standard Compliance Costs including Zero Emission Credits (ZECs), capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 4 – National Grid – GSA and USBP Accounts – 48 Months – 20% renewable / 80% conventional power - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, Clean Energy Standard Compliance Costs including Zero Emission Credits (ZECs), capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Pricing Group 5 – National Grid – GSA Accounts – 12 Months – 20% renewable - The Government requires a flat, firm fixed price per kWh to include all applicable taxes and duties, fees, coordination costs, Clean Energy Standard Compliance Costs including Zero Emission Credits (ZECs), capacity costs, transmission charges, etc, as applicable. **Transmission Owner Transmission Solutions (TOTS) costs will be treated as pass through items in accordance with the terms and conditions of this contract.**

Auction Schedule: The auction schedule for this solicitation will be posted at https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=9664&view=1

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. Since it is impossible to determine the precise quantities that will be needed during the contract term, the Contractor whose offer is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.

(2) All costs to the facility up to the Local Distribution Utility's system for all Pricing Groups are to be included in the prices submitted with the exception of gross receipts taxes and applicable excise taxes. **Gross receipts taxes and applicable excise taxes** are not to be included in bid prices for any of the pricing groups and shall be listed as a separate line item on the bill. All costs includes but is not limited to all applicable taxes and duties, fees, coordination costs, capacity costs, transmission charges, etc, as applicable.

(3) The Contractor will be responsible for all nominations and imbalance procedures and costs. Any costs or penalties incurred as a result of the Contractor's failure to deliver, nominate or balance will be the responsibility of the Contractor.

(4) The Government and the accounts included in this solicitation are exempt from state and local sales taxes. The Government will cooperate with the Contractor to complete any necessary tax exempt forms.

(5) The pricing submitted for all pricing groups shall be for metered usage at the LDU's meter(s) for each account. Pricing shall include transmission and distribution line losses.

(7) The offeror agrees to hold the prices in its price proposal firm until from the time prices are submitted on November 9, 2017 until 1:30 p.m. ET on November 9, 2017 for all pricing groups

(8) This solicitation's renewable power content requirements are in addition to any renewable power required to comply with New York's renewable portfolio standards for these pricing groups during the contract(s).

(9) Offerors are not to include network firm transmission (NITS) in the pricing proposed as that is the responsibility of the LDU.

(10) Offerors are to include network transmission access charges (NTAC) as ancillary charges are included in the energy charge.

(11) Offerors are instructed to treat Transmission Owner Transmission Solutions (TOTS) charges as pass through charges at cost. The Government, at its option, may fix this cost for some or all of the contract term via bilateral contract modification.

(12) Offerors are instructed to include Clean Energy Standard Compliance Costs including Zero Emission Credits (ZECs) charges in their fixed energy price.

(13) Offerors are not to include Reliability Must Run (RMR) costs in bid prices. In the event RMR is implemented by NYISO as approved by FERC, then GSA will handle this as a regulatory change in accordance with Section A.16 Change of Regulation in the contract.

(14) Offerors are not to include anticipated costs associated with the potential for future changes in New York capacity zones in bid prices. If these changes are approved, then GSA will handle this as a regulatory change in accordance with Section A.16 Change of Regulation in the contract.

(15) Offerors are instructed that costs associated with FERC Order 745 should not be included in bid prices. In the event costs associated with FERC Order 745 are implemented by NYISO as approved by FERC, then GSA will handle this as a regulatory change in accordance with Section A.16 Change of Regulation in the contract.

Attachment 4- Price Component Confirmation Table is hereby included and incorporated into the terms and conditions of this solicitation and any resulting contract(s).

C.3 SUBMISSION OF PROPOSALS

In order to facilitate timely evaluation of offeror proposals, the Government will request and evaluate technical qualifications before submission of price proposals.

Offeror must submit one (1) original technical proposal with signatures on all documents as required. Evidence of Technical Qualification must be received no later than 2:00 p.m. ET on November 2, 2017. Only e-mail submissions will be accepted and the e-mail must be marked as RFP GS-00P-18-BSD-1501. **E-mail, do not mail, submissions of the Evidence of Technical Capability to ken.shutika@gsa.gov.** Note that GSA will not accept submissions via file servers or other means where GSA is required to download part or all of the technical proposal submission from the offeror's site or a third-party site.

The mailing address for any following up information requested by GSA once technical proposals have been submitted is:

GSA, Energy Division (PMA), Room #5118
1800 F Street, NW
Washington, DC 20405
Attn: Kenneth M. Shutika, Contracting Officer

Price Proposal: All pricing received as a result of this solicitation shall be submitted using an internet based auction transaction platform administered by EnerNOC on November 9, 2017. In accordance with the rules and mechanics of EnerNOC' auction platform, offerors will be allowed to offer and reoffer pricing until the close of the auction time for each pricing group and accompanying contract term. Auction instructions are detailed on the EnerNOC website: http://www.enernoc.com. The pricing format and the auction schedule can be found at the EnerNOC website.

Proposals must include the following in the order listed below:

a) Signed SF1449
b) Signed SF30 for each amendment, if applicable
c) Completed Attachment 3
d) Representations and Certifications (See Section E) if not in offeror's System for Award Management (www.sam.gov) profile.
e) Response to Evidence of Technical Capability items 1 - 9 (See Section C.1 for full description of information required).

CAUTION: OFFERORS ARE CAUTIONED THAT ANY AMENDMENTS MUST BE ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.

SECTION D: EVALUATION FACTORS FOR AWARD:

D.1 EVALUATION

The Government intends to award a contract(s) on the basis of the technically acceptable proposal(s) that that will result in the best value for each pricing group included in this solicitation. Technically acceptable proposals will be those proposals that meet the requirements contained in Section C.1. To receive an award, prices received must be deemed fair and reasonable prices. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price and technical standpoint.

For the contract terms listed on Exhibit 1 and on the EnerNOC reverse auction platform for each pricing group, the Government will determine the offered price by using the EnerNOC reverse auction platform using the process outlined in Section C of the solicitation. For the purposes of evaluation, the Government is assuming that its New York requirements will remain consistent with historical usage patterns over the contract terms being bid unless otherwise indicated.

In addition, the Government may, at its discretion and for any reason, choose not to make award or request that offerors reprice all or some of the solicitation's electric requirements at a later date via an amendment to the solicitation.

D.2 BASIS FOR AWARD

For all pricing groups, it is the intent of the Government to award a contract for each pricing group to the lowest price ($/kWh) (determined in accordance with Section D.1 above) received from an offeror for the requested contract term that meets the solicitation's qualifications provided that the price is deemed to be a fair and reasonable price. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price, capability, and responsibility standpoint.

D.3 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN

Depending upon the total dollar value of the resultant awarded contract(s) and the size status of the Contractor, the Contractor may be required to submit a subcontracting plan for small businesses in accordance with FAR Clause 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The Contractor's plan must be submitted within two (2) weeks of the award of this contract.

D.4 POST AWARD REQUIREMENT FOR SERVICE START DATE REPORTING

The winning Contractor(s) will be required to provide a spreadsheet clearly identifying each account number being served as a result of the contract award and the expected start date for each of these accounts. This spreadsheet will be due within twenty-five (25) calendar days after award of the contract.

ATTACHMENT 1 ATTESTATION FROM RENEWABLE ENERGY SUPPLIER

I, (print name and title)_____, declare under penalty of perjury,

on behalf of (name of renewable power/REC provider)_____, that

1) all the renewable power/RECs sold under this GSA Contract No. GS-00P-18-BSD-1501 were generated by eligible renewable energy generators as defined by this Contract;
2) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable power/RECs purchased under this GSA Contract No. GS-00P-18-BSD-1501 were transferred to the Government;
3) the renewable attributes represented by the renewable power/RECs were not sold, marketed or otherwise claimed by a third party; and
4) the renewable attributes comply with the vintage requirements contained in Section A.12 of the contract.

Name of renewable power/REC product:

- _____
- _____
- _____

I further declare that statements listed above are true and correct, that the renewable power/RECs claimed for the product were sold once and only once, and that the electrical energy that was generated with the renewable power/RECs claimed was not sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate. As an authorized agent of the aforementioned Company, I have authority to submit this report on the company's behalf.

_____ _____

Signature Date
Renewable Power/REC Provider

GENERATOR REGISTRATION FORM AND ATTESTATION

Facility Information

Name of Facility:_____

Address of Facility:_____

Facility ID Number[1]:_____ EIA or QF? (circle one)

Contact Person:_____ Title:_____

Telephone:_____ Fax:_____

Fuel Type	Capacity* (MW)	MWh/RECs Sold	Date Facility First Operational		Period of Delivery (Q#/yy or mm/yy)**
Biomass _____ *(indicate fuel type)*					
Geothermal					
Landfill Gas/ Digester Gas					
Wind					
Solar electric					
Hydroelectric Ocean Waste-to-Energy					

* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.
** List as separate line items MWh for each month or quarter.

Page 1 of 2

[1] Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number.

Declaration:

I, (print name and title)_____,
declare under the penalty of perjury, that the information provided on this form is true and correct to the best of my knowledge.

Further, I declare that the (indicate) ___ renewable megawatt hours/ ___ renewable attributes listed above were sold exclusively to (name of renewable power/REC provider) _____.
Further, I declare that 1) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable electricity generation listed below were transferred to the renewable power/REC provider above, 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

Further, I declare that the facilities that generated all of the (indicate) ___ renewable kilowatt hours/ ___ renewable attributes sold to (name of renewable power/REC supplier) are listed above by fuel type.

As an authorized agent of (generating company name) _____.
I attest that the above statements are true and correct.

Signature:_____Date:_____

This form is used by Government to verify the accuracy of claims made by retail marketers.

ATTACHMENT 2 RENEWABLE POWER/RENEWABLE ENERGY CERTIFICATE NOTIFICATION

(Contractor Name) certifies that Renewable Power/Renewable Energy Certificates in the amounts described below, associated with power generation from the Renewable Resource(s) listed below, have been provided to the Government in accordance with the terms of Contract No. GS-00P-18-BSD-1501 for the period **(Insert Dates).** The Renewable Power/Renewable Energy Certificate(s) provided to Government include emissions, and other environmental characteristics associated with renewable resources. The Renewable Energy Certificate(s) do not include energy, capacity, or other attributes of electrical power. **(Contractor Name)** represents and warrants that the environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, that are the subject of this Notification have not been sold, reserved, or conveyed to any party other than Government and that the electric power generated in association with this/these Renewable Power/Renewable Energy Certificate(s) has not been represented to retain or possess such attributes. The Renewable Power/Renewable Energy Certificate(s) that are the subject of this Notification are based upon the generation of electricity from **(Insert type of Renewable Resource(s))** at **(Insert Source Facility Location(s))** The total amount of Renewable Power/Renewable Energy Certificates covered by this Notification is: **(Insert Quantity conveyed in MWhs.**

Insert company name, representative name, signature (typed/printed) and date

ATTACHMENT 3: CONTRACTOR INFORMATION

1. COMPANY:

COMPANY NAME: Agera Energy LLC
ADDRESS:
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

Telephone Number: 914-205-5834
Fax Number:
E-Mail Address:

DUNS Number (SAM) 079-334-523
Tax Identification Number (TIN): 46-5028122
CAGE CODE: 7KE85

---

2. POINT OF CONTACT INFORMATION:

A. For CONTRACT ADMINISTRATION:

Name: Luke Illiano
Address:
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

E-Mail Address: lilliano@ageraenergy.com
Phone:
FAX:

B. For REMITTANCE

Name: Erica Peterson
Address:
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

E-Mail Address:accountsreceivable@ageraenergy.com
Phone:
FAX:

ATTACHMENT 4: PRICE COMPONENT CONFIRMATION TABLE

Price Component		Include in Bid Price?
Energy Commodity Costs	Fixed	Yes
Minimum of +/- 15% annual bandwidth based on aggregated use of pricing group	Fixed	Yes
Capacity	Fixed	Yes
Ancillary Services including Network Transmission Access Charges (NITS) and other ISO Costs including administrative fees	Fixed	Yes
Balancing and Scheduling Services	Fixed	Yes
Line Losses	Fixed	Yes
EnerNOC Fee of $.0007 per kWh	Fixed	Yes
Renewable Energy Credits (RECs) that comply with Section A.12 of the GSA Solicitation	Fixed	Yes
NY Renewable Portfolio Standards (RPS) compliance costs	Fixed	Yes
Clean Energy Standard Compliance Costs including Zero Emission Credits (ZECs)	Fixed	Yes
NY Gross Receipts Taxes (GRT)	Pass-through at cost	No
Transmission Owner Transmission Solutions (TOTS)	Pass-through at cost	No
Network Firm Transmission (NITS)	N/A (Transmission responsibility of LDU in New York)	No
Reliability Must Run (RMR)	N/A (Will only apply if approved by NYISO during term of contract, would be treated as regulatory change)	No
FERC Order 745 compliance costs	N/A (Will only apply if approved by NYISO during term of contract, would be treated as regulatory change)	No

GSA

GSA Public Buildings Service

December 14, 2016

Mr. Steve Laker
Chief Operating Officer
Agera Energy LLC
555 Pleasantville Rd S 107
Briarcliff Manor, NY 10510

RE: Award of Contract No. GS-00-P-17-PD-A-0001 for electric power supply to Pricing Groups 2 and 4

Dear Mr. Laker:

We are pleased to inform you that Agera Energy LLC (Agera) has offered the lowest price for Pricing Groups 2 and 4 included in Solicitation No. GS-00P-17-BSD-1235 for a term of forty-eight (48) months. As such, GSA is pleased to award Contract No. GS-00-P-17-PD-A-0001 to Agera at your offered price of $0.03300/kWh for the Delaware Pricing Group 2 and your offered price of $0.03850/kWh for the MD BGE Pricing Group 4 for energy with capacity, RMR, FERC Order 745 and transmission treated as pass-through pricing elements per the contract terms. The contract start date is the June 2017 meter read date (MRD) for all accounts. We estimate that the total contract volume for the DE Pricing Group 2 will be approximately 64,155 MWhs and is valued at an estimated $3.114 million over the contract term. We estimate that the total contract volume for the BGE Pricing Group 4 will be approximately 513,302 MWhs and is valued at an estimated $25.901 million over the contract term. The estimated unit price for all pricing components is $0.04854/kWh for DE Pricing Group 2 assuming pass-through charges average $0.01554/kWh. The estimated unit price for all pricing components is $0.05046/kWh for BGE Pricing Group 4 assuming pass-through charges average $0.01196/kWh. The contract also has a six (6) month extension period available. Bills for electric supply will be rendered by the regulated utility for each group.

We look forward to working with Agera on this contract. Should you have any questions, feel free to contact me on (202) 329-1826 or at ken.shutika@gsa.gov.

(b) (6)
[redacted]

Contracting Officer
GSA, Energy Division (PMAA)

Attachment

U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405-0002
www.gsa.gov

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.

PAGE 1 OF 33

2. CONTRACT NO. GS-00-P-17-PD-A-0001

3. AWARD/EFFECTIVE DATE Dec. 14, 2016

4. ORDER NO.

5. SOLICITATION NO. GS-00P-17-BSD-1235

6. SOLICITATION ISSUE DATE 11/16/2016

7. FOR SOLICITATION INFORMATION CALL ▶ a. NAME Kenneth M. Shutika

b. TELEPHONE NO. (No collect calls) (202) 329-1826

8. OFFER DUE DATE/LOCAL TIME 12/072016

9. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW; Room 3000
Washington, DC 20405

10. THIS ACQUISITION IS
☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ SMALL DISADV BUSINESS
☐ 8(A)
SIC: 4911
SIZE STD: 750 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE
See Block 9 Address

16. ADMINISTERED BY CODE
See Block 9

17a. CONTRACTOR/ OFFEROR CODE 7ke85 FACILITY CODE
Agera Energy LLC
555Pleasantville RD S 107
Briarcliff Manor NY 10510

18a. PAYMENT WILL BE MADE BY CODE
Individual Agencies

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	See SUBMISSION REQUIREMENTS - PRICING SECTION C.1	See Exhibit 1	kWh		
	DE Pricing Group 2			$0.03300	$3,113,792
	MD BGE Pricing Group 4			$0.03850	$25,900,514
	TOTAL				
	(Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA est

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)* $29,014,306

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. ☐ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☒ AWARD OF CONTRACT: REFERENCE your OFFER DATED 12/14/16. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE (b) (6) [redacted]

31a. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b) (6) [redacted] OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Steve Laker COO

30c. DATE SIGNED
12/02/2016

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Kenneth M. Shutika

31c. DATE SIGNED
12/14/16

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER
☐ PARTIAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NO

39. S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 11/22/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
6. ISSUED BY CODE GSA, Energy Division (PMAA) 1800 F Street, NW, Room 3039/Washington, DC 20405		7. ADMINISTERED BY *(If other than Item 6)* CODE See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR *(No. Street, county, State and ZIP Code)*

Agera Energy LLC
555 Pleasantville S 107
Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-17-BSD-1235

9B. DATED *(SEE ITEM 11)* 11/15/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)* The subject solicitation is amended to note that a new version of the Exhibit 1 has been posted that includes additional data and information. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER *(Type or print)* Steve Laker COO	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
15C. DATE SIGNED 12/02/2016	16C. DATE SIGNED 12/14/16

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 12/12/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3039/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-17-BSD-1235

9B. DATED (SEE ITEM 11) 11/15/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to note that a new version of the Exhibit 1 has been posted that includes additional data and information including dropping one account, and adding energy usage reductions for FEMA and Cumberland FCI in Pricing Group 1 and solar array information for other accounts. Finally, a sentence has been added to Note 3 to pricing for NITS in Section C.2 to address transmission credits. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Steve Laker COO	Kenneth M. Shutika Energy Management Officer
(b) (6) [redacted]	(b) (6) [redacted]
C. DATE SIGNED	16C. DATE SIGNED 12/14/16

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FAR (48 CFR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 12/13/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE GSA, Energy Division (PMAA) 1800 F Street, NW, Room 3039/Washington, DC 20405		7. ADMINISTERED BY (If other than Item 6) CODE See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Agera Energy LLC 555 Pleasantville RD S 107 Briarcliff Manor NY 10510	(4)	9A. AMENDMENT OF SOLICITATION NO. GS-00P-17-BSD-1235
	X	9B. DATED (SEE ITEM 11) 11/15/16
		10A. MODIFICATION OF CONTRACT/ORDER NO.
CODE 7ke85 FACILITY CODE		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to reduce expected usage for Pricing Group 3 from the November 2018 until the contract end due to the DOT account 7973379042 located 501 McComas St., Baltimore, MD lease expiration. Changes in annual usage for Pricing Group 3 are reflected in an updated Exhibit 1 emailed to all offerors and posted on the EnerNOC solicitation website. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print) Steve Laker COO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kenneth M. Shutika [redacted]
(b) (6) [redacted]	15C. DATE SIGNED	(b) (6) [redacted] C. DATE SIGNED 12/14/16

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ENERNOC

RFP VIEW: 57152 - RETAIL ELECTRICITY

General Information

Description:	**Fixed Price Capacity & Transmission Passed Through - Fixed**	Total Quantity (Term):	**64,154,740 kWh**
Customer Name:	General Services Administration (GSA)	Number of Accounts:	**2**
Customer Contact:	**Ken Shutika**	Maximum Demand:	
Deal Number:	32591 Announcement: 11573	Last Updated:	**Jim Caffey, 12/14/2016 10:17:29 AM**
State/Province:	**Delaware**		
Country:	**USA**		
Delivery Point:	Delmarva Power Company (ELE)		
Load Type:			
Rate Class:			

Auction Information

Auction Start Time	**12/14/2016 10:00:00 AM**	RFP Status:	**Active**
Auction End Time:	**12/14/2016 11:15:00 AM**	Opening Bid ($/kWh) :	**0.10000**
Auction Type:	**Open**	Reserve Price ($/kWh):	**N/A**
Auction Format:	**Reverse - Buy**	Time Left:	Auction Ended
Auction Currency:	**USD - US Dollar**	Total Bids:	**16**
Bid Significant Digits:	**5**	Low Bid ($/kWh):	**0.03300**
Bid Increment ($/kWh):	**0.00001**	Low Bidder:	**Agera Energy, LLC**

Contract Information

Delivery Start Date:	**6/1/2017**	Bill Type:	**Consolidated from Utility**
Delivery End Date:	**5/31/2021**	Payment Terms (days):	**Defer to Utility**
Contract Duration:	**48 months**	Payment Terms Description:	**Defer to Utility**
		Transaction Type:	**Physical**

Additional Contract Information

Exact Volumes:	**False**	Minimum Bandwidth Required (%):	**15.00**
Full Requirements:	**True**	Fixed Price Conversion Rights Requested:	**False**

Pricing Information

Form of Pricing:	**Fixed**	Pricing Index:	
		Index Price Estimate:	

Pricing Components

Renewable Power Information

Additional Renewable Power: **No**

Additional Information

Comments to Bidders:

Sealed Bid Optional Parameters

Matrix Pricing:	**False**	Allow Partial Volume:	**False**
Binding:	**False**	Minimum Volume (Term):	
Bid/Offer Emails:	**On Except Day Auction Ends**		

Bidder Engagement Rules

Enforce Bidder Credit: **False**
Show Reserve Price: **False**
Show Reserve Status: **False**

Exchange Fees

Exchange Fee Type: **Fixed**
Total Fee ($/kWh): **0.00030**
Payment Type: **Bidder**
Payment Terms: **Over the Term**

Sites

See RFP announcement for details.

Flow Information

See RFP announcement for details.

Trading Desk Information

Energy Procurement Manager: **Jim Caffey**
Price-to-Compare ($/kWh): **0.04193**
Price-to-Compare Method: **Market Derived Forecast**
Customer Fee Provision: **True**
Bidder Visiblity For Customer:
Management Access Only: **False**
Bidder Credit Limit Type: **Company**
Access: **Private**
Pricing Quantity UOM: **kWh**
Enable Bid Comments: **False**
Pricing Group: **D**
Pricing Group Sequence: **1**
Contracted Price ($/kWh):
Contracted Bidder:
Contract Settlement Date:
Estimated Contracted Accounts:
Estimated Contracted Quantity:
Estimated Annual Contracted Quantity:

Documents

No documents found.

Group Access List

Group Name	Description
Bureau of Prisons (BOP)	Bureau of Prisons (BOP)
GSA-Mid Atlantic	Part of NGAP
National Parks Service	
Smithsonian	Part of NGAP
SSA	Part of NGAP
VA Facilities	Part of NGAP

Draft Emails

No manual emails assigned to this RFP.

Email History

No history emails assigned to this RFP.

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ENERNOC

RFP VIEW: 57158 - RETAIL ELECTRICITY

General Information

Description:	**Fixed Price Capacity & Transmission Passed Through - Fixed**	Total Quantity (Term):	**513,301,712 kWh**
Customer Name:	**General Services Administration (GSA)**	Number of Accounts:	**5**
Customer Contact:	Ken Shutika	Maximum Demand:	
Deal Number:	32591 Announcement: 11573	Last Updated:	**Jim Caffey, 12/14/2016 10:17:30 AM**
State/Province:	**Maryland**		
Country:	**USA**		
Delivery Point:	**Baltimore Gas & Electric Company (ELE)**		
Load Type:			
Rate Class:			

Auction Information

Auction Start Time	**12/14/2016 10:00:00 AM**	RFP Status:	**Active**
Auction End Time:	**12/14/2016 11:35:00 AM**	Opening Bid ($/kWh) :	**0.10000**
Auction Type:	**Open**	Reserve Price ($/kWh):	**N/A**
Auction Format:	**Reverse - Buy**	Time Left:	Auction Ended
Auction Currency:	**USD - US Dollar**	Total Bids:	**21**
Bid Significant Digits:	**5**	Low Bid ($/kWh):	**0.03850**
Bid Increment ($/kWh):	**0.00001**	Low Bidder:	**Agera Energy, LLC**

Contract Information

Delivery Start Date:	**6/1/2017**	Bill Type:	**Consolidated from Utility**
Delivery End Date:	**5/31/2021**	Payment Terms (days):	**Defer to Utility**
Contract Duration:	**48 months**	Payment Terms Description:	**Defer to Utility**
		Transaction Type:	**Physical**

Additional Contract Information

Exact Volumes:	**False**	Minimum Bandwidth Required (%):	**15.00**
Full Requirements:	**True**	Fixed Price Conversion Rights Requested:	**False**

Pricing Information

Form of Pricing:	**Fixed**	Pricing Index:	
		Index Price Estimate:	

Pricing Components

Renewable Power Information

Additional Renewable Power: **No**

Additional Information

Comments to Bidders:

Sealed Bid Optional Parameters

Matrix Pricing:	**False**	Allow Partial Volume:	**False**
Binding:	**False**	Minimum Volume (Term):	
Bid/Offer Emails:	**On Except Day Auction Ends**		

Bidder Engagement Rules

Enforce Bidder Credit: **False**
Show Reserve Price: **False**
Show Reserve Status: **False**

Exchange Fees

Exchange Fee Type: **Fixed**
Total Fee ($/kWh): **0.00030**
Payment Type: **Bidder**
Payment Terms: **Over the Term**

Sites

See RFP announcement for details.

Flow Information

See RFP announcement for details.

Trading Desk Information

Energy Procurement Manager: **Jim Caffey**
Price-to-Compare ($/kWh): **0.04804**
Price-to-Compare Method: **Market Derived Forecast**
Customer Fee Provision: **True**
Bidder Visiblity For Customer:
Management Access Only: **False**
Bidder Credit Limit Type: **Company**
Access: **Private**
Pricing Quantity UOM: **kWh**
Enable Bid Comments: **False**
Pricing Group: **A**
Pricing Group Sequence: **1**
Contracted Price ($/kWh):
Contracted Bidder:
Contract Settlement Date:
Estimated Contracted Accounts:
Estimated Contracted Quantity:
Estimated Annual Contracted Quantity:

Documents

No documents found.

Group Access List

Group Name	Description
Bureau of Prisons (BOP)	Bureau of Prisons (BOP)
GSA-Mid Atlantic	Part of NGAP
National Parks Service	
Smithsonian	Part of NGAP
SSA	Part of NGAP
VA Facilities	Part of NGAP

Draft Emails

No manual emails assigned to this RFP.

Email History

No history emails assigned to this RFP.

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Pricing Group	State	Utility	Agency	Customer Name	Utility Account #	Service Address	Contract Term in Months	Historical Annual kWhs	Auction kWhs Contract Year 1	Auction kWhs Contract Year 2	Auction kWhs Contract Year 3	Auction kWhs Contract Year 4
2	DE	DPL	VA	VETERANS ADMINISTRATION	0550004912527000546245	1601 Kirkwood Hwy	48	14,585,700	14,585,700	14,585,700	14,585,700	14,585,700
2	DE	DPL	GSA	BOGGS FEDERAL BLDG-DE0016	0550099653637000211963	844 N King St	48	1,452,985	1,452,985	1,452,985	1,452,985	1,452,985

Pricing Group	State	Utility	Agency	Customer Name	Utility Account #	Service Address	Contract Term in Months	Historical Annual kWhs	Auction kWhs Contract Year 1	Auction kWhs Contract Year 2	Auction kWhs Contract Year 3	Auction kWhs Contract Year 4
4	MD	BGE	GSA	U S General Svcs Admin	1343344971	7500 Security Blvd	48	23,142,196	23,142,196	23,142,196	23,142,196	23,142,196
4	MD	BGE	GSA	U S General Svcs Admin Census Bureau	8830385758	17101 Melford Blvd	48	16,170,834	16,170,834	16,170,834	16,170,834	16,170,834
4	MD	BGE	SSA	Social Security Admin Ssa-Df	1034574665	1500 Woodlawn Dr	48	16,426,226	16,426,226	16,426,226	16,426,226	16,426,226
4	MD	BGE	SSA	Social Security Admin Ssa-Df	7467818353	6401 Security Blvd	48	44,519,924	44,519,924	44,519,924	44,519,924	44,519,924
4	MD	BGE	SSA	Social Security Admin Ssa-Df	8604190114	6301 Security Blvd	48	28,066,248	28,066,248	28,066,248	28,066,248	28,066,248

Notes

1100 KW solar array in place

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NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA: ELECTRONIC MAIL AT ken.shutika@gsa.gov

SECTION A: SCOPE OF WORK

A.1 GENERAL

The General Services Administration (GSA or Government) is requesting proposals for the supply of all electricity supply commodity components up to the delivery point including energy, capacity, ancillary services, scheduling, renewable portfolio standard (RPS) requirements, balancing, line losses and network firm transmission necessary for the firm supply of electricity to a number of federal facilities located in the States of Delaware and Maryland. The successful offeror (i.e. Contractor) will supply the full requirements of such electricity for a term of forty-eight (48) full monthly billing cycles for accounts included in this contract. The Government has placed its requirements into four pricing groups. The start dates for deliveries will be the billing cycle that begins with the applicable utilities' June 2017 meter read date. Any projected changes in anticipated loads will be reflected on Exhibit 1.

All quantities required to be supplied to facilities included in this contract shall be considered firm requirements ("firm" means electric supply that will not be interrupted unless such interruption is due to a Force Majeure as defined in Section B) for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all actual, direct penalties assessed to facilities for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the Local Distribution Utility (LDU) at the Delivery Point for the accounts specified in Exhibit 1. The Government has organized its requirements for this solicitation in an Exhibit as described below.

Exhibit 1 consists of Excel spread sheets that specify the accounts included in this contract and provides aggregate totals. For each account, the following information is provided if available:

(a) LDU rate schedule;
(b) LDU account number;
(c) Agency/account holder;
(d) General Service Location;
(e) LDU;
(f) Monthly consumption (kWh);
(g) Registered monthly on-peak demand (KW) per LDU tariff definition;
(h) Registered monthly maximum demand (KW) per LDU tariff definition;
(i) Monthly on-peak KWH per LDU tariff definition;
(j) Monthly interm KWH per LDU tariff definition;
(k) Monthly off-peak KWH per LDU tariff definition;
(l) Monthly billing days;
(m) Monthly load factor;
(n) Range of meter read dates throughout the year;
(o) Whether hourly interval data is provided for the account (information on separate spread sheets).

A.2 DELIVERY POINT

The Delivery Point for such electricity shall be that point on the electric system at which the LDU takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities identified in Exhibit 1 of this contract. The Delivery Point shall be where the facility takes title to the electricity.

A.3 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the LDU and the interstate/intrastate transmission companies.

A.4 CREDIT FOR DEFAULT SUPPLY SERVICE

If at any time (unless under a condition of Force Majeure) an account covered by this contract is forced to accept default supply service from the LDU serving in its capacity as the utility supplier of last resort solely as a result of action/inaction by the Contractor, the Contractor shall be responsible for payment of the additional supply costs, if any, incurred.

A.5 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor prior to the Delivery Point and shall pass to the Government at and after the Delivery Point specified for each facility.

A.6 PROTECTION OF CONTRACT INFORMATION

The Government will take the necessary and usual steps to maintain the confidentiality of information submitted by offerors prior to award of the contract. The Contractor is advised that the Government will make all contract prices publicly available for the full contract period.

A.7 PAYMENT AND BILLING

For the purposes of this contract, the Government shall pay the Contractor through monthly utility bills rendered by the LDU for each account included in this contract in accordance with the LDU's billing procedures which are fully regulated by the appropriate state/local public utility commission (Commission). This bill shall encompass ALL applicable charges and credits for the delivered electricity (i.e. generation, transmission, distribution, and adjustments). Payment shall be in accordance with FAR 32.9 (Prompt Payment), including the clause at 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), including the clause at 52.232-33 shall apply.

It shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing.

A.8 ANTI-DEFICIENCY

In accordance with the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)), nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of the contract or to involve the Government in an obligation for the future expenditure of moneys before an appropriation is made.

A.9 AUTHORIZED USERS

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in GSA Order ADM 4800.2E (as updated) are eligible to use this contract.

A.10 ADDING AND DELETING FACILITIES TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities eligible to compete their electric requirements but not included in Exhibit 1 may request to satisfy their competitive electric requirements by use of this contract. In that event, the Government shall provide the Contractor with the facility's electric requirement and the two parties shall mutually agree as to whether to extend the full terms and conditions of this contract to such facility. Adding a facility(ies) shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award.

It is possible that certain authorized facilities included in Exhibit 1 may seek to be removed from the contract prior to the contract's termination date. In that event, the government shall provide the Contractor with a written notice 45 business days before the deletion. Deleting facilities shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award. When accounts are deleted, the methodology provided in Section A.14 shall be used to calculate early termination charges, if any. The provisions of this paragraph shall not apply to accounts with early end dates noted in Exhibit 1 at the time of contract award.

A.11 EXTENSION PROVISIONS

(a) The Government may request extension of performance, one or more times, in accordance with the existing contract terms and conditions, so long as the total additional performance period does not exceed six (6) months. If the Contractor declines to extend at the existing prices, the Government may propose a new firm fixed price for the extension. Extension of Firm Fixed Prices must be accompanied by the agreement of all parties (bilateral modification). Failure to agree will result in the expiration of the contract at the end of the current performance period.

(b) Notice of request for bilateral extension will be furnished to the Contractor not later than 45 days prior to the expiration of the contract or any extension thereof. However, nothing precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice prior to the 45 days.

(c) Notice of request for bilateral extension of this contract shall be considered to have been accomplished at the time the Government deposits written notification in the mail or provides such notification by facsimile transmission.

A.12 ADDITIONAL RENEWABLES

To meet Federal environmental goals and policies, facilities included in the contract may choose to purchase amounts of renewable energy to meet applicable Federal environmental goals and policies via bilateral modification to this contract.

A.13 LOAD CHANGES DURING THE TERM OF THE CONTRACT

As indicated in Section A.1 and in the Notes portion of Section C.2, this contract is for the full requirements of each account at the Delivery Point. The full requirements are expressed on Exhibit 1 of the solicitation. The Government does not estimate that its aggregate load will change in a significant manner throughout the term of this contract unless noted on Exhibit 1. The Government considers an annual change in the aggregate kWh consumption in excess of fifteen percent (15%) to be significant. The historical volumes are given in Exhibit 1 and these volumes will be used in determining annual changes. In the event of a significant change in contract load, the Government agrees, if requested by the Contractor, to negotiate in good faith to equitably adjust contract pricing so that the Contractor is made whole for any incremental costs associated with such load change beyond the fifteen percent (15%) measurement threshold. Any proposed adjustments to contract pricing must compare the contract price with the market price at the time of usage deviation to arrive at an adjustment to contract pricing. The Government will notify the Contractor of any significant anticipated load changes as soon as it becomes aware of such anticipated changes.

A.14 SPECIAL CONTRACT TERMINATION - LIQUIDATION OF CONTRACT POSITION

At any time following contract execution or during the term of this contract, the Government may terminate this contract. The Government will pay any penalties imposed by the LDU or other appropriate authority (including, without limitation, power pool or power exchange, independent system operator, regional transmission organizations) associated with such termination. Upon termination, the Contractor and the Government will have no further obligation to each other with respect to the terminated contract except as described herein. If termination applies to a contract that is currently enrolled by the Contractor as the supplier of record with the LDU, then the Government must provide at least sixty (60) days prior notice of termination to the Contractor. Upon termination of an enrolled account, Contractor will return such account to LDU service on the next available meter read date as determined by the LDU, and the party's respective obligations under this contract will cease on that meter read date. At the time the contract is terminated the Contractor will make a reasonable assessment of the difference between the Contract Price (Price A) and the market based price for the same supply at the time the contract is terminated (Price B). If Price A is greater than Price B the Government shall pay the Contractor the difference between Price A and Price B. The Contractor's assessment of Price B shall include any incidental costs such as administrative costs, brokerage fees, transmission or increased tax costs for termination, provided such incidental costs are reasonable and documented for the Government.

A.15 TAXES

(a)(1) After-imposed Federal, State, and local tax, as used in this paragraph, means any new or increased Federal, State, and local tax or duty, or tax on the transactions or property covered by this contract that the Contractor is

required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(2) After-relieved Federal, State, and local tax, as used in this paragraph, means any amount of Federal, State, and local tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but that the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(c) The contract price shall be decreased by the amount of any after-relieved Federal, State, and local tax.

(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification.

A.16 CHANGE OF REGULATION

(a)(1) Imposed Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any new or modified Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that result in new or increased charges that the Contractor is required to pay or bear as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.

(2) Relieved Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that the Contractor is no longer required to pay or bear, or for which the Contractor obtains a refund or reduction, as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.

(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local regulation, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local regulation or rate increase was included in the contract price, as a contingency reserve or otherwise, and that the Contractor provides sufficient documentation to support the increase.

(c) The contract price shall be decreased by the amount of any relieved Federal, State, and local regulation.

(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification. In the event that the Government and the Contractor cannot agree to an acceptable contract adjustment, the Government will unilaterally adjust the contract price via modification subject to the Disputes provisions of FAR 52.212-4(d) incorporated in the contract.

A.17 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the General Services Administration's Energy Division (PMAA). The Contracting Officer (CO) for the administration of this contract is:

Ken Shutika Energy Division (PMAA) 1800 F Street, NW Rm. 3000 Washington, DC 20405	Telephone Email	(202) 329-1826 ken.shutika@gsa.gov

A.18 AUCTION PROCESS FOR PRICING USING ENERNOC

The Government shall utilize an internet based transaction platform provided by EnerNOC to obtain pricing for this procurement. Contractor's prices shall be submitted to GSA utilizing an internet based, auction transaction platform provided by EnerNOC in accordance with the instructions in Section C and the EnerNOC website. All prices submitted to the EnerNOC transaction platform shall be in accordance with the provisions of the solicitation. It shall be the responsibility of the Offeror to understand both the rules and the mechanics of the EnerNOC transaction platform.

A.19 ADMINISTRATIVE FEES

The Contractor hereby agrees to the assessment of a procurement fee on all accounts included in this contract that will be reflected in the Contractor's price. This fee is $0.0003 per kWh for all usage billed under this contract

unless adjusted by the CO. This fee shall be paid directly to EnerNOC by the successful Contractor(s) in accordance with the Payment Instructions Document found on their auction website. In the event EnerNOC provides notice to GSA that they have not received fees from a supplier for a period of three or more months, GSA will request either proof of payment from the supplier to EnerNOC or proof that the supplier has not received payment from the end-use facility.

A.20 DAMAGES FOR MISSING CONTRACT START DATE

In the event that the start date for electric supply is missed due solely to the fault of the Contractor and an account(s) is required to remain with the LDU at regulated rates, then the Contractor shall reimburse such account the difference between the contract rate and the billed regulated rates in the event that the regulated rates paid are greater than the contract rates. Affected accounts shall be reimbursed via check made out to the LDU on behalf of the affected account(s) or via credits on future bills.

A.21 MARKETING RECS FOR CONTRACT ACCOUNTS

During the term of this contract, some of the accounts included in this contract may desire to have the Contractor market the RECs produced by onsite renewable resources located behind accounts included in this contract. In that event, the Contractor agrees to cooperate with account holder to obtain market prices for properly registered renewable resources (RECs/SRECs) on behalf of account holder and to credit the account the REC market price (MWhs times $/MWh) minus a commercially reasonable Contractor remarket fee to be negotiated between the parties. The account holder and Contractor shall mutually determine the frequency of such crediting transactions. The details for transactions under this Section A.21 will be covered in mutually negotiated modifications to this contract. The Government will note in Exhibit 1 any known renewable resources and their estimated size in KW

A.22 LIMITATION OF LIABILITY

Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary nor indirect damages.

SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

B.1 CLAUSES INCORPORATED BY REFERENCE

The FAR Can Be Accessed At The Following Internet Address: **http://www.arnet.gov/far/**

(a) **FAR 52.212-1** **Instructions to Offerors-Commercial Items** (OCT 2015)
[Reference FAR 12.301(b)(1)]

Addendum to FAR 52.212-1

The offeror agrees to hold the prices offered in response to this solicitation until 1:30 p.m. on the date specified in Section C.3 of this solicitation.

(b) **FAR 52.212-4** **Contract Terms and Conditions-Commercial Items** (MAY 2015)
[Reference FAR 12.301(b)(3)]

Addendum To FAR 52.212-4

(1) The following section on *Title* overcomes and has precedence over the Title section of the clause at FAR 52.212-4 (n) in its entirety.

Title
Title to electricity supplied by the Contractor under this contract shall pass from the Contractor to the Government upon delivery of said electricity to the Delivery Point. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of all liens, claims and encumbrances arising prior to delivery to the Delivery Point.

(2) The following section on *Force Majeure* overcomes and has precedence over the Excusable Delays section of the clause at 52.214-4 (f) in its entirety.

Force Majeure
The Contractor shall be responsible for delivery of electricity to the Delivery Points specified under the terms of the contract unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any cause beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, delays of common carriers (for example, any third party transmission provider or LDU), and acts of the Government in either its sovereign or contractual capacity. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure condition, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such condition.

In no event shall the economic hardship of either party constitute a Force Majeure condition. Likewise, the inability of the Contractor to obtain transmission or generation unless such inability is due to a Force Majuere, or the event of higher actual costs than contracted costs to the Contractor shall not constitute a Force Majeure condition.

(3) The following section on ***Termination for Cause*** overcomes and has precedence over the Termination for Cause section of the clause at FAR 52.212-4 (m) in its entirety.

The Government may terminate for cause in the event of a material failure to comply with any term or condition which is not remedied within 10 business days from the date of notice of the default. In the event

of termination for cause, the Government shall not be liable to the contractor for any amount for supplies of services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience as provided for in Section A.14 of the Scope of Work.

(c) **FAR 52.216-21** **Requirements** (OCT 1995)
[Reference FAR 16.506(d)]

B.2 CLAUSES IN FULL TEXT

FAR 52.204-6 **Data Universal Numbering System Number** (JUL 2013)
[Reference FAR 4.607(a)]

(a) *Definition.* "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical),

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

FAR 52.204-7 System for Award Management (JUL 2013)
[Reference FAR 4.1105(a)(1)]

(a) Definitions. As used in this provision—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM)" means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process and

(4) The Government has marked the record "Active"

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

(End of clause)

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202, insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _221112_.

(2) The small business size standard is _750 employees_ .

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed throughhttps://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

_____ _____ _____

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.212-2 Evaluation-Commercial Items.
As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The basis for this evaluation is prescribed in Section D herein.

Technical and past performance, when combined, are approximately equal in importance when compared to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.
As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2015) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

_X_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

_X_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

NOT APPLICABLE (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206and 41 U.S.C. chapter 67).

NOT APPLICABLE (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

NOT APPLICABLE (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.233-2 Service of Protest
[Reference FAR 33.106]

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kenneth M. Shutika, Contracting Officer
GSA, Energy Division (PMAA), Room 3100
1800 F Street, NW
Washington, DC 20405

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

SECTION C: SUBMISSION REQUIREMENTS:

At the time that proposals are due all offerors are required to submit the following information in writing:

C.1 EVIDENCE OF TECHNICAL QUALIFICATION

(a) General: Due to the critical nature of the electricity procured under this solicitation, the ability of the offeror to adhere to the commitments made in this contract is crucial. Offerors are required to submit the information outlined below so that the Government may make a relative determination of technical merits of the offeror without requesting additional information from an offeror.

(b) General Responsibility: The evidence of technical qualifications required below is in addition to the general responsibility criteria set forth in FAR 9.104. The Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

(c) Minimum Requirements: **Failure to meet any of the following minimum requirements may constitute a technically unacceptable offer.** For the purposes of this section C.1 paragraph (4), the experience of the parent or affiliate may be used to satisfy a portion of the requirements. Each offeror must provide evidence:

(1) That they are licensed by the appropriate state public utility commissions namely the Maryland Public Service Commission (MDPSC) and Delaware Public Service (DPSC) to provide electric supply to retail electric customers and are Electronic Data Interchange (EDI) and otherwise suitably qualified by the LDUs in which physical delivery will take place.

(2) That they possess a Federal Energy Regulatory Commission (FERC) power marketing license. Include FERC Docket No., Date of Application, and Date of Approval.

(3) That the offeror has firm transmission service agreements and/or network transmission agreements in the offeror's name with the PJM Interconnection (PJM) for the interconnection points between the LDU system PJM to effect delivery to the Delivery Points of this contract.

(4) That the offeror possesses experience providing firm supply and firm transmission of electricity to at least ten (10) retail electric customers with peak annual demands in excess of 1,000 KW behind LDU's located within PJM during the past 12 months or possess experience providing firm supply and firm transmission of electricity to one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW. Offerors must provide the contact persons and telephone numbers for at least three (3) of the ten (10) electric customers provided for this item or the contact person and telephone number for the one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW.

(5) That the offeror has the financial wherewithal to execute and support the transaction contemplated herein throughout the term of the contract, and employs risk management measures related to providing retail electric supply and has developed plans to supply the energy required by this contract to the Delivery Point. Supply plans must specifically address steps that the offeror will be taking to minimize risk to the Government in the event of a wholesale supplier default and any protections the Government may be afforded in such event.

(6) The offeror's DUNS number.

(7) A copy of offeror's SAM registration.

C.2 PRICE PROPOSAL

General. The Government is requesting pricing for terms of forty-eight (48) full monthly billing cycles. Offerors shall begin supply with the June 2017 meter read date or as noted in Exhibit 1. Any account start dates that deviate

from June 2017 will be noted on Exhibit 1. Offerors are required to offer a flat, firm fixed price per kWh. The offered prices must remain constant for the full contract term. Offerors are not required to offer pricing on all pricing groups.

Pricing Groups. The Government is requesting pricing for four (4) pricing groups. The rate offered for must be the same for every account in the pricing group.

Pricing Group 1 – Potomac Edison Accounts – The Government requires a flat, firm fixed price per kWh to include all applicable taxes, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including renewable portfolio standards (RPS), Auction Revenue Rights (ARRs), Transmission Limit Calculations (TLCs), and line losses, with the exception of capacity and network firm transmission service. **Capacity, Reliability Must Run (RMR), FERC Order 745 costs, and transmission service (NITS, RTEP and TEC) will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity and network transmission service will be the prices effective on the date of the offer and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity and/or transmission rates change and the effective date of the change.

Pricing Group 2 – DPL Accounts – The Government requires a flat, firm fixed price per kWh to include all applicable taxes, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including renewable portfolio standards (RPS), Auction Revenue Rights (ARRs), Transmission Limit Calculations (TLCs), and line losses, with the exception of capacity and network firm transmission service. **Capacity, Reliability Must Run (RMR), FERC Order 745 costs, and transmission service (NITS, RTEP and TEC) will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity and network transmission service will be the prices effective on the date of the offer and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity and/or transmission rates change and the effective date of the change.

Pricing Group 3 – BGE Small Accounts – The Government requires a flat, firm fixed price per kWh to include all applicable taxes, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including renewable portfolio standards (RPS), Auction Revenue Rights (ARRs), Transmission Limit Calculations (TLCs), and line losses, with the exception of capacity and network firm transmission service. **Capacity, Reliability Must Run (RMR), FERC Order 745 costs, and transmission service (NITS, RTEP and TEC) will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity and network transmission service will be the prices effective on the date of the offer and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity and/or transmission rates change and the effective date of the change.

Pricing Group 4 – BGE Large Accounts – The Government requires a flat, firm fixed price per kWh to include all applicable taxes, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including renewable portfolio standards (RPS), Auction Revenue Rights (ARRs), Transmission Limit Calculations (TLCs), and line losses, with the exception of capacity and network firm transmission service. **Capacity, Reliability Must Run (RMR), FERC Order 745 costs, and transmission service (NITS, RTEP and TEC) will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity and network transmission service will be the prices effective on the date of the offer and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity and/or transmission rates change and the effective date of the change.

Auction Schedule: The auction schedule for this solicitation will be posted on the EnerNOC website.

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. Since it is impossible to determine the precise quantities that will be needed during the contract term, the Contractor whose offer is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.

(2) Capacity (UCAP) prices and volumes shall adjust every June 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current PJM capacity auction price for the respective PJM zone and PJM year. Transmission volumes and prices generally adjust every January 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current LDU transmission rates. The Government, at its option, may fix capacity prices for some or all of the contract term via bilateral contract modification.

Capacity (UCAP) Cost – is defined as the required amount of UCAP for the Government as determined by the LDU applying the then current PJM guidelines. The price of capacity charged shall be the product of the RPM final zonal net load price, which may include a capacity performance product as determined by PJM and approved by FERC, (expressed in $/MW-day) and the Government's Unforced Capacity Obligation, multiplied by the number of days in the billing cycle for each account. The Unforced Capacity Obligation is equal to the Obligation Peak load times the Final RPM Zonal scaling factor times the Forecast Pool Requirement, as those terms are defined by PJM, for the relevant time period and zone in which the account is located. Final zonal net load capacity prices are typically not established until shortly before (or on the 1st day) new Capacity rates become effective. The Contractor will provide the Government notification of capacity price changes and the effective date of such changes.

(3) Network Integrated Transmission Service (NITS) Cost - is defined as the currently effective network integrated transmission rate as specified by the currently effective PJM OATT Tariff page for the applicable delivery zone (reference PJM Transmission Tariff Attachment H9 Annual Transmission Rates). NITS costs are the product of the Contractor's transmission capacity obligation associated with electric delivery to each of the Government's accounts as determined by the LDU, multiplied by the actual PJM average daily NITS charges stated in $/KW/day for the applicable delivery zone, multiplied by the number of days in the billing cycle for each account. Any applicable credits such as Transmission Enhancement Credits are to be applied against the monthly NITS charges. The price for NITS may change from time to time in order to pass through changes in the PJM OATT rate. Such NITS rate changes will be accomplished by contract modification.

(4) The prices submitted shall include any renewable power required to comply with the renewable portfolio standards for these pricing groups during the contract(s).

(5) All costs to the facility up to the Local Distribution Utility's system are to be included in the energy prices submitted except as specified in this solicitation. All costs includes but is not limited to all applicable taxes and duties, fees, coordination costs, etc, as applicable.

(6) The Contractor will be responsible for all nominations and imbalance procedures and costs. Any costs or penalties incurred as a result of the Contractor's failure to deliver, nominate or balance will be the responsibility of the Contractor.

(7) The Government and the accounts included in this solicitation are exempt from state and local sales taxes. The Government will cooperate with the Contractor to complete any necessary tax exempt forms.

(8) The pricing submitted shall be for metered usage at the LDU's meter(s) for each account.

(9) The offeror agrees to hold the prices in its price proposal firm until from the time prices are submitted on December 14, 2016 until 1:30 p.m. ET on December 14, 2016.

(10) Offerors are instructed to treat Regional Transmission Expansion Plan (RTEP)/Transmission Enhancement Costs (TEC) as a pass-through transmission pricing charges.

(11) Offerors are instructed to include Auction Revenue Rights (ARRs) in the fixed energy price.

(12) Offerors are instructed to include Marginal Loss Credits (MLCs) in the fixed energy price.

C.3 SUBMISSION OF PROPOSALS

In order to facilitate timely evaluation of offeror proposals, the Government will request and evaluate technical qualifications before submission of price proposals.

Evidence of Technical Qualification: : Offerors must submit 1 original copy of the Evidence of Technical Qualification, which includes the FAR 52.212-3 Offeror's Representations and Certifications - Commercial Items (NOV 2015). Proposals must be marked as RFP GS-00P-17-BSD-1235. Evidence of Technical Qualification must be received no later than 2:00 p.m. ET on December 7, 2016 at the address listed below. **Email, do not mail, submissions of the Evidence of Technical Qualification to ken.shutika@gsa.gov.**

GSA, Energy Division (PMA), Room #3039
1800 F Street, NW
Washington, DC 20405
Attn: Kenneth M. Shutika, Contracting Officer
Solicitation No. GS-00P-17-BSD-1235
Email: ken.shutika@gsa.gov

Price Proposal: All pricing received as a result of this solicitation shall be submitted using an internet based auction transaction platform administered by EnerNOC on December 14, 2016. In accordance with the rules and mechanics of EnerNOC' s auction platform, offerors will be allowed to offer and reoffer pricing until the close of the auction time for each pricing group and accompanying contract term. Auction instructions are detailed on the EnerNOC website: http://www.enernoc.com. The pricing format and the auction schedule can be found at the EnerNOC website.

CAUTION: OFFERORS ARE CAUTIONED THAT ANY AMENDMENTS MUST BE ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.

SECTION D: EVALUATION FACTORS FOR AWARD:

D.1 EVALUATION

The Government intends to award a contract(s) on the basis of the technically acceptable proposal(s) that that will result in the best value for each pricing group included in this solicitation. Technically acceptable proposals will be those proposals that meet the requirements contained in Section C.1. To receive an award, prices received must be deemed fair and reasonable prices. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price and technical standpoint.

For the contract terms listed on Exhibit 1 and on the EnerNOC reverse auction platform for each pricing group, the Government will determine the offered price by using the EnerNOC reverse auction platform using the process outlined in Section C of the solicitation. For the purposes of evaluation, the Government is assuming that its New Jersey requirements will remain consistent with historical usage patterns over the contract terms being bid unless otherwise indicated.

In addition, the Government may, at its discretion and for any reason, choose not to make award or request that offerors reprice all or some of the solicitation's electric requirements at a later date via an amendment to the solicitation.

D.2 BASIS FOR AWARD

For all pricing groups, It is the intent of the Government to award a contract for each pricing group to the lowest price ($/kWh) (determined in accordance with Section D.1 above) received from an offeror for the requested contract term that meets the solicitation's qualifications provided that the price is deemed to be a fair and reasonable price. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price, capability, and responsibility standpoint. There will be no weighting for contract term save for a preference for a longer term in the case of a tie.

D.3 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN

Depending upon the total dollar value of the resultant awarded contract(s) and the size status of the Contractor, the Contractor may be required to submit a subcontracting plan for small businesses in accordance with FAR Clause 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The Contractor's plan must be submitted within two (2) weeks of the award of this contract.

D.4 POST AWARD REQUIREMENT FOR SERVICE START DATE REPORTING

The winning Contractor(s) will be required to provide a spreadsheet clearly identifying each account number being served as a result of the contract award and the expected start date for each of these accounts. This spreadsheet will be due within twenty-five (25) calendar days after award of the contract.

GSA

GSA Public Buildings Service

March 8, 2017

Mr. Jeremy Schupp
Chief Executive Officer
Agera Energy LLC
555 Pleasantville Road South 107
Briarcliff, NY 10510

RE: Award of Contract No. GS-00-P-17-PD-A-0003 for electric power supply to Pricing Groups 2 and 4

Dear Mr. Schupp:

We are pleased to inform you that Agera Energy LLC (Agera) has offered the lowest price for Pricing Groups 2 and 4 included in GSA Solicitation No. GS-00P-17-BSD-1240 for a term of forty-eight (48) months each. As such, GSA is pleased to award Contract No. GS-00-P-17-PD-A-0003 to Agera at your offered energy prices of $0.02820/kWh for Pricing Group 2 (ComEd) and $0.03290/kWh for Pricing Group 4 (FirstEnergy OH) with various pass through elements as outlined in the solicitation and attached documents for each pricing group. Your offered Pricing Group 4 price also contains a 20% renewable power content which will be national Green-e certified RECs. The contract start date is the April 2017 meter read date (MRD) for Pricing Group 2 and the June 2017 MRD for Pricing Group 4. We estimate that the total four (4) year contract volume for the Pricing Group 2 will be 287,011.8 MWhs and is valued at an estimated $14.827 million and the total four (4) year contract volume for Pricing Group 4 will be 136,134 MWhs and is valued at $6.104 million. The estimated unit price for all Pricing Group 2 components is $0.05166/kWh assuming pass-through charges average $0.02346/kWh. The estimated unit price for all Pricing Group 4 components is $0.04484/kWh assuming pass-through charges average $0.01194/kWh. The contract also has a six (6) month extension period available. Bills for electric supply will be separately rendered by Agera. A meeting between Agera and the agencies included in the buy will be scheduled in the near future to facilitate delivery order placement and billing.

We look forward to working with Agera on this contract. Should you have any questions, feel free to contact me on (202) 329-1826 or at ken.shutika@gsa.gov.

(b) (6)
[redacted]

Contracting Officer
GSA, Energy Division (PMAA)

Attachment

U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405-0002
www.gsa.gov

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.

PAGE 1 OF 42

2. CONTRACT NO. GS-00-P-17-PD-A-0003

3. AWARD/EFFECTIVE DATE 3/8/17

4. ORDER NO.

5. SOLICITATION NO. GS-00P-17-BSD-1240

6. SOLICITATION ISSUE DATE 2/6/2017

7. FOR SOLICITATION INFORMATION CALL ▶ a. NAME Kenneth M. Shutika

b. TELEPHONE NO. (No collect calls) (202) 329-1826

8. OFFER DUE DATE/LOCAL TIME 3/1/17

9. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW; Room 3000
Washington, DC 20405

10. THIS ACQUISITION IS
☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ SMALL DISADV BUSINESS
☐ 8(A)
SIC: 4911
SIZE STD: 750 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE
See Block 9 Address

16. ADMINISTERED BY CODE
See Block 9

17a. CONTRACTOR/OFFEROR CODE 7kn85 FACILITY CODE
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff NY 10510

18a. PAYMENT WILL BE MADE BY CODE
Individual Agencies

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	See SUBMISSION REQUIREMENTS - PRICING SECTION C.1	See Exhibit 1	kWh		
4 yr.	Pricing Group 2 - Com Ed			$0.02820 Energy	$14.827 M
4 yr.	Pricing Group 4 - FirstEnergyOH			$0.03290 Energy	$6.104 M
	TOTAL				
	(Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA estimated

26. TOTAL AWARD AMOUNT (For Govt. Use Only) $20,931,267

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. ☐ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☒ AWARD OF CONTRACT: REFERENCE your OFFER DATED 3/8/17. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b) (6) [redacted]

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jeremy Schupp, CEO

30c. DATE SIGNED 3/1/17

(b) (6) [redacted] OFFICER)

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kenneth M. Shutika

31c. DATE SIGNED 3/8/17

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

33. SHIP NUMBER ☐ PARTIAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO (If applicable)
0001	02/08/2017		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3037/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
GS-00P-17-BSD-1240

9B. DATED (SEE ITEM 11)
02/06/16

10A. MODIFICATION OF CONTRACT/ORDER NO

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to note that a new version of the Exhibit 1 has been posted that includes additional data and information. Additionally, new item #13 under Notes and Instructions to Offerors Regarding Pricing has been added to Section C.2 of the solicitation to address billing requirements for two of the Duke accounts. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
JEREMY SCHUPP, CEO	3/1/17	Kenneth M. Shutika Energy Management Officer	3/8/17
(b) (6) [redacted]		(b) (6) [redacted]	

STANDARD FORM 30 (REV. 10-83)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0002	02/24/2017		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3037/Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
Agera energy llc
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE 7KE85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
GS-00P-17-BSD-1240

9B. DATED (SEE ITEM 11)
02/06/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The subject solicitation is amended to note that new versions of the Exhibit 1 and solicitation have been posted. The notes page of the Exhibit 1 file details all changes including that the pricing groups have been revised from five (5) pricing groups to four (4) and that GSA is no longer requiring block and index pricing. Additionally, Sections A.1, A.12, C.1 and C.2 of the solicitation have been updated to specify the updated pricing groups, that GSA is no longer requiring block and index pricing, to add language clarifying that Transmission Loss Credits should be included in bid prices for all pricing groups and add new item #14 under Notes and Instructions to Offerors Regarding Pricing regarding how Renewable Portfolio Standard compliance costs will be treated if a regulatory change occurs during the term any awarded contract. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
Jeremy Schupp CEO	3/1/17	Kenneth M. Shutika Energy Management Officer	3/8/17
(b) (6) [redacted]		(b) (6) [redacted]	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 03/6/2017	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 3037/Washington, DC 20405

7. ADMINISTERED BY *(If other than Item 6)* CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR *(No. Street, county, State and ZIP; Code)*
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE 7ke85 FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. GS-00P-17-BSD-1240

9B. DATED *(SEE ITEM 11)* 02/06/16

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)* The subject solicitation is amended to pass through RPS costs for all Illinois pricing groups; to eliminate FERC Order 745, RTEP and TEC costs from Pricing Group 1; to delete RMR from Pricing Group 4; to modify Notes to Pricing (7), (10) and (14) in Section C.2; and to add Note to Pricing (15) regarding Illinois RPS pass-throughs. In addition, information regarding the Ohio Commercial Activity Tax (CAT), applicable pricing elements and Note (13) are also being provided to offerors. A copy of the solicitation document that compares the Amendment No. 2 version with the Amendment No. 3 version is attached. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	16C. DATE SIGNED
Jeremy Schupp CEO	3/7/17	Kenneth M. Shutika Energy Management Officer	3/8/17
(b) (6) [redacted]		(b) (6) [redacted]	

ENERNOC

RFP VIEW: 58516 - RETAIL ELECTRICITY

General Information

Description:	Pricing Group 2: Cap & Trans Pass Through - Fixed	Total Quantity (Term):	287,011,844 kWh
Customer Name:	General Services Administration (GSA)	Number of Accounts:	5
Customer Contact:	Ken Shutika	Maximum Demand:	
Deal Number:	30858 Announcement: 11932	Last Updated:	Dori Gjinko, 3/8/2017 10:23:08 AM
State/Province:	Illinois		
Country:	USA		
Delivery Point:	Commonwealth Edison (ELE)		
Load Type:			
Rate Class:			

Auction Information

Auction Start Time:	3/8/2017 10:00:00 AM	RFP Status:	Active
Auction End Time:	3/8/2017 11:15:00 AM	Opening Bid ($/kWh):	0.10000
Auction Type:	Open	Reserve Price ($/kWh):	N/A
Auction Format:	Reverse - Buy	Time Left:	Auction Ended
Auction Currency:	USD - US Dollar	Total Bids:	20
Bid Significant Digits:	5	Low Bid ($/kWh):	0.02820
Bid Increment ($/kWh):	0.00001	Low Bidder:	Agera Energy, LLC

Contract Information

Delivery Start Date:	4/1/2017	Bill Type:	Dual
Delivery End Date:	3/31/2021	Payment Terms (days):	30
Contract Duration:	48 months	Payment Terms Description:	Days from Receipt
		Transaction Type:	Physical

Additional Contract Information

Exact Volumes:	False	Minimum Bandwidth Required (%):	15.00
Full Requirements:	True	Fixed Price Conversion Rights Requested:	False

Pricing Information

Form of Pricing:	Fixed	Pricing Index:	
		Index Price Estimate:	

Pricing Components

Components (Comed):

Energy Costs	Fixed
Ancillary Services and Other ISO Costs (OATT Tariff, Operating Reserves, Balancing Congestion Costs)	Fixed
RPS	Pass Through
Auction Revenue Rights	Fixed
Capacity	Passed Through
Transmission Costs (NITS, RTEP, TEC)	Passed Through
Transmission Loss Credits	Fixed
Line Loss	Fixed
FERC Order 745	Passed Through
RMR	Passed Through

Renewable Power Information

Additional Renewable Power: **Yes**
Renewable Power (%): **0.00**

Additional Information

Comments to Bidders:

Sealed Bid Optional Parameters

Matrix Pricing: **False**
Binding: **False**
Bid/Offer Emails: **On Except Day Auction Ends**
Allow Partial Volume: **False**
Minimum Volume (Term):

Bidder Engagement Rules

Enforce Bidder Credit : **False**
Show Reserve Price: **False**
Show Reserve Status: **False**

Exchange Fees

Exchange Fee Type: **Fixed**
Total Fee ($/kWh): **0.00070**
Payment Type: **Bidder**
Payment Terms: **Over the Term**

Sites

See RFP announcement for details.

Flow Information

See RFP announcement for details.

Trading Desk Information

Energy Procurement Manager: **Dori Gjinko**
Price-to-Compare ($/kWh): **0.03516**
Price-to-Compare Method: **Market Derived Forecast**
Customer Fee Provision: **False**
Bidder Visiblity For Customer: **Visible**
Management Access Only: **False**
Bidder Credit Limit Type: **Company**
Access: **Private**
Pricing Quantity UOM: **kWh**
Enable Bid Comments: **False**
Pricing Group: **B**
Pricing Group Sequence: **1**
Contracted Price ($/kWh):
Contracted Bidder:
Contract Settlement Date:
Estimated Contracted Accounts:
Estimated Contracted Quantity:
Estimated Annual Contracted Quantity:

ENERNOC

RFP VIEW: 58522 - RETAIL ELECTRICITY

General Information

Description:	**Pricing Group 4: Cap Pass Through - Fixed - 20% Green**	Total Quantity (Term):	**136,133,696 kWh**
Customer Name:	**General Services Administration (GSA)**	Number of Accounts:	**3**
Customer Contact:	**Ken Shutika**	Maximum Demand:	
Deal Number:	**30858** Announcement: 11932	Last Updated:	**Dori Gjinko, 3/8/2017 10:23:30 AM**
State/Province:	**Ohio**		
Country:	**USA**		
Delivery Point:	**Cleveland Electric Illuminating (ELE)**		
Load Type:			
Rate Class:			

Auction Information

Auction Start Time:	**3/8/2017 10:00:00 AM**	RFP Status:	**Active**
Auction End Time:	**3/8/2017 11:35:00 AM**	Opening Bid ($/kWh):	**0.10000**
Auction Type:	**Open**	Reserve Price ($/kWh):	**N/A**
Auction Format:	**Reverse - Buy**	Time Left:	Auction Ended
Auction Currency:	**USD - US Dollar**	Total Bids:	**20**
Bid Significant Digits:	**5**	Low Bid ($/kWh):	**0.03290**
Bid Increment ($/kWh):	**0.00001**	Low Bidder:	**Agera Energy, LLC**

Contract Information

Delivery Start Date:	**6/1/2017**	Bill Type:	**Dual**
Delivery End Date:	**5/31/2021**	Payment Terms (days):	**30**
Contract Duration:	**48 months**	Payment Terms Description:	**Days from Receipt**
		Transaction Type:	**Physical**

Additional Contract Information

Exact Volumes:	**False**	Minimum Bandwidth Required (%):	**15.00**
Full Requirements:	**True**	Fixed Price Conversion Rights Requested:	**False**

Pricing Information

Form of Pricing:	**Fixed**	Pricing Index:	
		Index Price Estimate:	

Pricing Components

Components (FES):

Energy Costs	Fixed
Ancillary Services and Other ISO Costs (OATT Tariff, Operating Reserves, Balancing Congestion Costs)	Fixed
Auction Revenue Rights	Fixed
Capacity	Passed Through
Transmission Costs (NITS, RTEP, TEC)	N/A (utility)
Transmission Loss Credits	Fixed
Line Loss	Fixed
FERC Order 745	Passed Through
RMR	N/A

Renewable Power Information

Additional Renewable Power: **Yes**
Renewable Power (%): **20.00**

Additional Information

Comments to Bidders:

Sealed Bid Optional Parameters

Matrix Pricing: **False**
Binding: **False**
Bid/Offer Emails: **On Except Day Auction Ends**
Allow Partial Volume: **False**
Minimum Volume (Term):

Bidder Engagement Rules

Enforce Bidder Credit : **False**
Show Reserve Price: **False**
Show Reserve Status: **False**

Exchange Fees

Exchange Fee Type: **Fixed**
Total Fee ($/kWh): **0.00070**
Payment Type: **Bidder**
Payment Terms: **Over the Term**

Sites

See RFP announcement for details.

Flow Information

See RFP announcement for details.

Trading Desk Information

Energy Procurement Manager: **Dori Gjinko**
Price-to-Compare ($/kWh): **0.03800**
Price-to-Compare Method: **Market Derived Forecast**
Customer Fee Provision: **False**
Bidder Visiblity For Customer: **Visible**
Management Access Only: **False**
Bidder Credit Limit Type: **Company**
Access: **Private**
Pricing Quantity UOM: **kWh**
Enable Bid Comments: **False**
Pricing Group: **E**
Pricing Group Sequence: **1**
Contracted Price ($/kWh):
Contracted Bidder:
Contract Settlement Date:
Estimated Contracted Accounts:
Estimated Contracted Quantity:
Estimated Annual Contracted Quantity:

Pricing Group 2 Historical

Sum of Total KWH Usage

Agency	Customer Name	Account Number	Address	City	State	Capacity PLC	Network Service PLC	Grand Total
GSA	GSA	1226631000	610 S. Canal St.	Chicago	IL	901.6708	809.3664	3,470,925
		9232012000	219 S.Dearborn St	Chicago	IL	8155.7957	10663.6157	39,229,554
		0640567004	536 S. Clark St	Chicago	IL	2198.6233	2184.3484	9,288,709
ACOE	ACOE	4163171046	(blank)	IL	IL	1046.5897	1370.4278	8,977,883
		3321128066	(blank)	IL	IL	1286.1463	1506.808	10,785,890
Grand Total								**71,752,961**

Pricing Group	Utility	Contract Start Month	Contract End Month	Agency	Utility Account #	GSA Building #	Pricing Type	Service Address	City	State	Historical Annual kWhs	Auction Annual KWhs Contract Year 1	Auction Annual KWhs Contract Year 2	Auction Annual KWhs Contract Year 3	Auction Annual KWhs Contract Year 4	Notes
2	Com Ed	Apr-17	Apr-21	GSA	0640567004	IL0054ZZ	FFP - Cap. & Trans. Pass-Through	536 S. Clark St	Chicago	IL	9,288,709	9,288,709	9,288,709	9,288,709	9,288,709	
2	Com Ed	Apr-17	Apr-21	GSA	1226631000	IL0032ZZ	FFP - Cap. & Trans. Pass-Through	610 S. Canal St.	Chicago	IL	3,470,925	3,470,925	3,470,925	3,470,925	3,470,925	
2	Com Ed	Apr-17	Apr-21	GSA	9232012000	IL0235FC	FFP - Cap. & Trans. Pass-Through	219 S.Dearborn St	Chicago	IL	39,229,554	39,229,554	39,229,554	39,229,554	39,229,554	
2	Com Ed	Apr-17	Apr-21	ACOE	3321128066	N/A	FFP - Cap. & Trans. Pass-Through	ACOE Fish Barrier Romeoville IIA	Romeoville	IL	10,785,890	10,785,890	10,785,890	10,785,890	10,785,890	
2	Com Ed	Apr-17	Apr-21	ACOE	4163171046	N/A	FFP - Cap. & Trans. Pass-Through	ACOE Fish Barrier Romeoville IIB	Romeoville	IL	8,977,883	8,977,883	8,977,883	8,977,883	8,977,883	

Pricing Group 4 Historical

Sum of kWh

Agency	Customer Name	Account#	Utility Customer #	Address	City	LDC Rate Class	Load Profile Description	LDC Bill Cycle	Cap	Trans	Grand Total
GSA	CARL B STOKES US COURTS	08006647204000006908	11 00 22 6158 5 7	801 Superior Ave W	Cleveland	CE-GSUD	C1	16	2456.8215	2363.545	12,042,720
	GENERAL SERVICE ADMINISTRATION	08007552921240001293	11 00 23 7641 6 7	201 Superior Ave	Cleveland	CE-GSUD	C3	16	548.1534	555.6555	1,972,800
		08007552921280001414	11 00 23 4500 1 5	1240 E 9th St	Cleveland	CE-GSUD	C1	17	4842.2761	4832.4844	20,017,904
Grand Total											34,033,424

Pricing Group	Utility	Contract Start Month	Contract End Month	Agency	Utility Account #	GSA Building #	Pricing Type	Service Address	City	State	Historical Annual kWhs	Auction Annual KWhs Contract Year 1	Auction Annual KWhs Contract Year 2	Auction Annual KWhs Contract Year 3	Auction Annual KWhs Contract Year 4	Notes
4	FE - CE	Jun-17	Jun-21	GSA	0800664720400006906	OH0301ZZ	FFP - Cap. Pass-Through	801 Superior Ave W	Cleveland	OH	12,042,720	12,042,720	12,042,720	12,042,720	12,042,720	
4	FE - CE	Jun-17	Jun-21	GSA	0800755292128000 1414	OH0192ZZ	FFP - Cap. Pass-Through	1240 E 9th St	Cleveland	OH	20,017,904	20,017,904	20,017,904	20,017,904	20,017,904	
4	FE - CE	Jun-17	Jun-21	GSA	0800755292124000 1293	OH0033ZZ	FFP - Cap. Pass-Through	201 Superior Ave	Cleveland	OH	1,972,800	1,972,800	1,972,800	1,972,800	1,972,800	

2/8/2017 Pricing Group 1, account # 7022002112 - Marion US penitentiary - The US Bureau of Prisons is planning an Energy Savings Performance Contract (ESPC) that will reduce electric usage by 12.5% starting in contract year two. This reduction has been factored into the auction volumes by contract year provided in this Exhibit 1 for years two, three and four.

2/8/2017 Pricing Group 1, account # 8991002616 - Marion VA Hospital
1) The Veterans Administration is planning an ESPC that will reduce electric usage by 2,189,940 kWhs starting in contract year three. This reduction has been factored into the auction volumes by contract year provided in this Exhibit 1 for years three and four.
2) While the utility data provided for the period of December 2015 - 2016 has three meter numbers associated with this account (72304865 ; 06093294; 72305236) only 72304865 is still active as of February 2017.

2/8/2017 Pricing Group 4, account # 3690067401 - Cincinnati EPA - The EPA owns their own transformer and Duke reduces their metered usage by 1.5% for purposes of billing. The auction kWhs provided also reduce usage for all years by 1.5%. This reduction has been factored into the auction volumes by contract year provided in this Exhibit 1 for all contract years.
NOTE: Suppliers will be required to reduce the metered kWh volumes provided by Duke Energy by 1.5% and bill the EPA on the reduced volume not the metered volume.

2/8/2017 Pricing Group 4, account # 7360213701 - GSA 6751 Steger Drive - The current GSA lease for this facility expires in June 2018 so the contract term for this account will be 11 months and end with the May 2018 meter read date.

2/8/2017 Pricing Group 4, account # 9180075001 - Cincinnati VA Hospital
1) The VA owns their own transformer and Duke reduces their metered usage by 1.5% for purposes of billing. The auction kWhs provided also reduce usage for all years by 1.5%. This reduction has been factored into the auction volumes by contract year provided in this Exhibit 1 for all contract years.
2) This facility expects to increase square footage by 10% over the 48 month term of this contract. Auction volumes for contract years two, three and four have been increased by 3.3% to account for this expansion.
NOTE: Suppliers will be required to reduce the metered kWh volumes provided by Duke Energy by 1.5% and bill the VA on the reduced volume not the metered volume.

2/8/2017 Two new sheets "PG2 Block Sizes" and "PG5 Block Sizes" have been provided in this Exhibit 1 that provide additional information on the block sizes requested and allocations per each account included in each of these pricing groups.

2/24/2017 Com Ed Accounts - Updated the auction schedule to reflect that the accounts that were in Pricing Group 3 have been combined with the accounts in Pricing Group 2 and that the pricing product for this group has changed from block and index to fixed pricing with cap & trans passed through.

2/24/2017 Duke Accounts - Updated the auction schedule to reflect that old Pricing Group 4 is now Pricing Group 3.

2/24/2017 First Energy Accounts - Updated the auction schedule to reflect that old Pricing group 5 is now Pricing Group 4 and that the pricing product for this group has changed from block and index to fixed price with capacity passed through.

2/24/2017 Deleted the two sheets "PG2 Block Sizes" and "PG5 Block Sizes" since GSA is no longer requesting block and index pricing for any of the accounts included in this buy.

Pricing Components

Pricing Group 1 - Ameren; Fixed

Component	
Energy Costs	Fixed
Ancillary Services and Other ISO Costs (OATT Tariff, Operating Reserves, Balancing Congestion Costs)	Fixed
RPS	Pass Through
Auction Revenue Rights	Fixed
Capacity (Resource Adequacy)	Fixed
Transmission Costs (NITS)	Fixed
Transmission Loss Credits	Fixed
Line Loss	Fixed
FERC Order 745	N/A
RMR	Fixed

Pricing Group 2- Comed; Fixed w Cap & Tran pass through

Component	
Energy Costs	Fixed
Ancillary Services and Other ISO Costs (OATT Tariff, Operating Reserves, Balancing Congestion Costs)	Fixed
RPS	Pass Through
Auction Revenue Rights	Fixed
Capacity	Passed Through
Transmission Costs (NITS, RTEP, TEC)	Passed Through
Transmission Loss Credits	Fixed
Line Loss	Fixed
FERC Order 745	Passed Through
RMR	Passed Through

Pricing Group 3- Duke; Fixed with capacity pass though

Component	
Energy Costs	Fixed
Ancillary Services and Other ISO Costs (OATT Tariff, Operating Reserves, Balancing Congestion Costs)	Fixed
Auction Revenue Rights	Fixed
Capacity	Passed Through
Transmission Costs (NITS, RTEP, TEC)	N/A (utility)
Transmission Loss Credits	Fixed
Line Loss	Fixed
FERC Order 745	N/A (utility)
RMR	N/A (utility)

Pricing Group 4- FES; Fixed with capacity pass though

Component	
Energy Costs	Fixed
Ancillary Services and Other ISO Costs (OATT Tariff, Operating Reserves, Balancing Congestion Costs)	Fixed
Auction Revenue Rights	Fixed
Capacity	Passed Through
Transmission Costs (NITS, RTEP, TEC)	N/A (utility)
Transmission Loss Credits	Fixed
Line Loss	Fixed
FERC Order 745	Passed Through
RMR	N/A

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NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA: ELECTRONIC MAIL AT ken.shutika@gsa.gov

SECTION A: SCOPE OF WORK

A.1 GENERAL

The General Services Administration (GSA or Government) is requesting proposals for the supply of all electricity supply commodity components up to the delivery point including energy, capacity, ancillary services, scheduling, renewable portfolio standard (RPS) requirements, balancing, line losses and network firm transmission necessary for the firm supply of electricity to a number of federal facilities located in the States of Illinois and Ohio. The successful offeror (i.e. Contractor) will supply the full requirements of such electricity for a term of forty-eight (48) full monthly billing cycles for accounts included in this contract. The Government has placed its requirements into four pricing groups. The start dates for deliveries will be the billing cycle that begins with the applicable utilities' April 2017 meter read date for all Illinois accounts and June 2017 meter read date for all Ohio accounts. Any projected changes in anticipated loads will be reflected on Exhibit 1.

All quantities required to be supplied to facilities included in this contract shall be considered firm requirements ("firm" means electric supply that will not be interrupted unless such interruption is due to a Force Majeure as defined in Section B) for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all actual, direct penalties assessed to facilities for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the Local Distribution Utility (LDU) at the Delivery Point for the accounts specified in Exhibit 1. The Government has organized its requirements for this solicitation in an Exhibit as described below.

Exhibit 1 consists of Excel spread sheets that specify the accounts included in this contract and provides aggregate totals. For each account, the following information is provided if available:

(a) LDU rate schedule;
(b) LDU account number;
(c) Agency/account holder;
(d) General Service Location;
(e) LDU;
(f) Monthly consumption (kWh);
(g) Registered monthly on-peak demand (KW) per LDU tariff definition;
(h) Registered monthly maximum demand (KW) per LDU tariff definition;
(i) Monthly on-peak KWH per LDU tariff definition;
(j) Monthly interm KWH per LDU tariff definition;
(k) Monthly off-peak KWH per LDU tariff definition;
(l) Monthly billing days;
(m) Monthly load factor;
(n) Range of meter read dates throughout the year;
(o) Whether hourly interval data is provided for the account (information on separate spread sheets).

A.2 DELIVERY POINT

The Delivery Point for such electricity shall be that point on the electric system at which the LDU takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities identified in Exhibit 1 of this contract. The Delivery Point shall be where the facility takes title to the electricity.

A.3 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the LDU and the interstate/intrastate transmission companies.

A.4 CREDIT FOR DEFAULT SUPPLY SERVICE

If at any time (unless under a condition of Force Majeure) an account covered by this contract is forced to accept default supply service from the LDU serving in its capacity as the utility supplier of last resort solely as a result of action/inaction by the Contractor, the Contractor shall be responsible for payment of the additional supply costs, if any, incurred.

A.5 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor prior to the Delivery Point and shall pass to the Government at and after the Delivery Point specified for each facility.

A.6 PROTECTION OF CONTRACT INFORMATION

The Government will take the necessary and usual steps to maintain the confidentiality of information submitted by offerors prior to award of the contract. The Contractor is advised that the Government will make all contract prices publicly available for the full contract period.

A.7 PAYMENT AND BILLING

For the purposes of this contract, the Contractor must utilize dual billing. The Government shall pay the Contractor through monthly bills rendered by the Contractor for each account included in this contract. The Contractor shall use the LDU's meters, meter readings, and billing cycles for the computation of bills. The Contractor must establish its own account number for the Government account and provide the corresponding LDU account number on each monthly bill. The Contractor's bill shall encompass ALL applicable charges for the electricity delivered under this contract (i.e. generation, transmission, and ancillary services, etc.) delivered to the Delivery Point in accordance with the Contract terms and conditions. Payment shall be made in accordance with FAR 32.9 (Prompt Payment), see incorporated clause 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), the incorporated clause 52.232-33 shall apply. Prior to the initiation of service under this contract, the Government account holders will provide the Contractor with all necessary billing information required for the processing of bills.

It shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing. The Contractor shall ensure that the data that is normally provided to full service customers appears on the bill. Such information shall include current billing period usage (kWh), current billing period capacity and transmission charges for large accounts, capacity and transmission obligation demand figures and monthly demand amounts for large accounts, current billing period charges, previous billing period balance, and previous billing period payment.

A.8 ANTI-DEFICIENCY

In accordance with the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)), nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of the contract or to involve the Government in an obligation for the future expenditure of moneys before an appropriation is made.

A.9 AUTHORIZED USERS

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in GSA Order ADM 4800.2E (as updated) are eligible to use this contract.

A.10 ADDING AND DELETING FACILITIES TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities eligible to compete their electric requirements but not included in Exhibit 1 may request to satisfy their competitive electric requirements by use of this contract. In that event, the Government shall provide the Contractor with the facility's electric requirement and the two parties shall mutually agree as to whether to extend the full terms and conditions of this contract to such facility. Adding a facility(ies) shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award.

It is possible that certain authorized facilities included in Exhibit 1 may seek to be removed from the contract prior to the contract's termination date. In that event, the government shall provide the Contractor with a written notice 45 business days before the deletion. Deleting facilities shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award. When accounts are deleted, the methodology provided in Section A.14 shall be used to calculate early termination charges, if any. The provisions of this paragraph shall not apply to accounts with early end dates noted in Exhibit 1 at the time of contract award.

A.11 EXTENSION PROVISIONS

(a) The Government may request extension of performance, one or more times, in accordance with the existing contract terms and conditions, so long as the total additional performance period does not exceed six (6) months. If the Contractor declines to extend at the existing prices, the Government may propose a new firm fixed price for the extension. Extension of Firm Fixed Prices must be accompanied by the agreement of all parties (bilateral modification). Failure to agree will result in the expiration of the contract at the end of the current performance period.

(b) Notice of request for bilateral extension will be furnished to the Contractor not later than 45 days prior to the expiration of the contract or any extension thereof. However, nothing precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice prior to the 45 days.

(c) Notice of request for bilateral extension of this contract shall be considered to have been accomplished at the time the Government deposits written notification in the mail or provides such notification by facsimile transmission.

A.12 RENEWABLE POWER FOR FACILITIES IN THIS CONTRACT

The power content shall contain delivered renewable power or renewable energy certifications (RECs) equivalent to twenty percent (20%) of the total usage required for Pricing Groups 1, 3 and 4 as specified in Section C.2 and on Exhibit 1 of the contract. The renewable power/REC content requirements are in addition to any renewable power required to comply with the applicable state's renewable portfolio standard (RPS) requirements, as applicable, during the term of any resultant contract(s). . There are no geographic restrictions related to the RECs provided to meet this requirement. The renewable power that the offeror provides must come from renewable resources that have been placed in service within 10 years prior to the start of the Government's fiscal year for each year of the contract. For the contract's first year, resources will need to have been placed in service on or after October 1, 2006.

Annual Renewable Report

To verify compliance, the Government requires Contractors to provide an annual report verified and certified by an independent third party auditor. The annual reporting period shall be October 1 through September 30. The annual report shall contain the following elements:

(a) An affidavit attesting to the product content for the annual reporting period that:

(1) Indicates the source of new renewable power, zip code of the source and the EGRID subregion for the new source; and

(2) Indicates the source of non-new renewable power, zip code of the source and the EGRID subregion for the source.

(b) An affidavit indicating that:

(1) The offeror has not sold the renewable power more than once (as either a renewable power product or as an REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measures are taken to ensure that suppliers also do not sell renewable power more than once;

(2) All environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power generator is otherwise entitled convey to the purchaser (i.e. Government);

(3) The offeror has not sold any emission allowances/credits, or other environmental attributes which are specifically owned by or to which the renewable power generator is otherwise entitled to convey associated with renewable power; and
(4) The renewable power that is used to fulfill the requirements of this solicitation is also not being used to meet any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The Annual Report shall be submitted to both the CO and COR at the addresses specified in Section A.17 no later October 31 each year and shall contain Attachments 1 and 2. The independent third party auditor shall be submitted in the Contractor's proposal and approved by the Government at the time of contract award. The following are examples of third party verification that the Government considers acceptable: Environmental Resources Trust; Green-e; Independent Auditors Report; TerraChoice; and State/Regional Verification Methods Approved by a State Governmental Entity/Public Utilities Commission/Regional Power Pool (i.e. Texas REC system administered by ERCOT, the PJM Generation Attribute Tracking System of the PJM Environmental Information Services, Inc., or the New England Power Pool (NEPOOL) Generation Information System (GIS). The Government will also consider for approval other third party verification methods/entities.

Renewable Power Vintage: To qualify as eligible renewable power (delivered renewable power or renewable power certificates) under this contract, the renewable power must be generated during the Government's applicable fiscal year calendar which is October 1 through September 30 for each year of the contract and the six (6) months immediately preceding that time period and the three (3) months immediately following that time period (e.g. April 1, 2016 through December 31, 2017).

Definition of Renewable Energy
For the purposes of this contract and this Section A.12, renewable energy shall have the definition as specified by the Energy Policy Act of 2005. Accordingly, "renewable energy" means electric energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additional new capacity at an existing hydroelectric project. Under the Energy Policy Act of 2005 and this contract, the term "biomass" shall have the definition listed below.

Biomass - the term 'biomass' means any lignin waste material that is segregated from other waste materials and is determined to be non-hazardous by the Administrator of the Environmental Protection Agency and any solid, non-hazardous cellulosic material that is derived from:

- any of the following forest-related resources: mill residues, precommercial thinnings, slash, and brush, or nonmerchantable material;
- solid wood waste materials, including waste pallets, crates, dunnage, manufacturing and construction wood wastes (other than pressure-treated, chemically-treated, or painted wood wastes), and landscape or right-of-way tree trimmings, but not including municipal solid waste (garbage), gas derived from the bio-degradation of solid waste, or paper that is commonly recycled
- agricultural wastes, including orchard tree crops, vineyard, grain, legumes, sugar, and other crop by-products or residues, and livestock waste nutrients; or
- a plant that is grown exclusively as a fuel for the production of electricity.

"Renewable energy certificates" (RECs) are unique certificates that represent all of the environmental attributes or benefits of a specific quantity of renewable generation. RECs are created when a renewable energy facility generates electricity. The terms Renewable Energy Credits, Tradable Renewable Certificates, renewable power or Green Tags, are equivalent terms.

In addition, to meet Federal environmental goals and policies, facilities included in the contract may choose to purchase additional amounts of renewable energy to meet applicable Federal environmental goals and policies via

bilateral modification to this contract. Terms and conditions that apply to such purchases will be addressed through a bilateral modification.

A.13 LOAD CHANGES DURING THE TERM OF THE CONTRACT

As indicated in Section A.1 and in the Notes portion of Section C.2, this contract is for the full requirements of each account at the Delivery Point. The full requirements are expressed on Exhibit 1 of the solicitation. The Government does not estimate that its aggregate load will change in a significant manner throughout the term of this contract unless noted on Exhibit 1. The Government considers an annual change in the aggregate kWh consumption in excess of fifteen percent (15%) to be significant. The historical volumes are given in Exhibit 1 and these volumes will be used in determining annual changes. In the event of a significant change in contract load, the Government agrees, if requested by the Contractor, to negotiate in good faith to equitably adjust contract pricing so that the Contractor is made whole for any incremental costs associated with such load change beyond the fifteen percent (15%) measurement threshold. Any proposed adjustments to contract pricing must compare the contract price with the market price at the time of usage deviation to arrive at an adjustment to contract pricing. The Government will notify the Contractor of any significant anticipated load changes as soon as it becomes aware of such anticipated changes.

A.14 SPECIAL CONTRACT TERMINATION - LIQUIDATION OF CONTRACT POSITION

At any time following contract execution or during the term of this contract, the Government may terminate this contract. The Government will pay any penalties imposed by the LDU or other appropriate authority (including, without limitation, power pool or power exchange, independent system operator, regional transmission organizations) associated with such termination. Upon termination, the Contractor and the Government will have no further obligation to each other with respect to the terminated contract except as described herein. If termination applies to a contract that is currently enrolled by the Contractor as the supplier of record with the LDU, then the Government must provide at least sixty (60) days prior notice of termination to the Contractor. Upon termination of an enrolled account, Contractor will return such account to LDU service on the next available meter read date as determined by the LDU, and the party's respective obligations under this contract will cease on that meter read date. At the time the contract is terminated the Contractor will make a reasonable assessment of the difference between the Contract Price (Price A) and the market based price for the same supply at the time the contract is terminated (Price B). If Price A is greater than Price B the Government shall pay the Contractor the difference between Price A and Price B. The Contractor's assessment of Price B shall include any incidental costs such as administrative costs, brokerage fees, transmission or increased tax costs for termination, provided such incidental costs are reasonable and documented for the Government.

A.15 TAXES

(a)(1) After-imposed Federal, State, and local tax, as used in this paragraph, means any new or increased Federal, State, and local tax or duty, or tax on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(2) After-relieved Federal, State, and local tax, as used in this paragraph, means any amount of Federal, State, and local tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but that the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(c) The contract price shall be decreased by the amount of any after-relieved Federal, State, and local tax.

(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification.

A.16 CHANGE OF REGULATION

(a)(1) Imposed Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any new or modified Federal, State, and/or local regulation including ISO/RTO charges on

the transactions covered by this contract that result in new or increased charges that the Contractor is required to pay or bear as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.

(2) Relieved Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that the Contractor is no longer required to pay or bear, or for which the Contractor obtains a refund or reduction, as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.

(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local regulation, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local regulation or rate increase was included in the contract price, as a contingency reserve or otherwise, and that the Contractor provides sufficient documentation to support the increase.

(c) The contract price shall be decreased by the amount of any relieved Federal, State, and local regulation.

(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification. In the event that the Government and the Contractor cannot agree to an acceptable contract adjustment, the Government will unilaterally adjust the contract price via modification subject to the Disputes provisions of FAR 52.212-4(d) incorporated in the contract.

A.17 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the General Services Administration's Energy Division (PMAA). The Contracting Officer (CO) for the administration of this contract is:

Ken Shutika Energy Division (PMAA) 1800 F Street, NW Rm. 3037 Washington, DC 20405	Telephone Email	(202) 329-1826 ken.shutika@gsa.gov

The Contracting Officer Representative (COR) for administration of this contract is:

Mike Virgilio Regional Energy Coordinator Energy Program Specialist 230 S Dearborn St. Room 3500 Chicago, IL 60604	Telephone Email	(312) 352-4651 michael.virgilio@gsa.gov

A.18 AUCTION PROCESS FOR PRICING USING ENERNOC

The Government shall utilize an internet based transaction platform provided by EnerNOC to obtain pricing for this procurement. Contractor's prices shall be submitted to GSA utilizing an internet based, auction transaction platform provided by EnerNOC at https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=11932 in accordance with the instructions in Section C and the EnerNOC website. All prices submitted to the EnerNOC transaction platform shall be in accordance with the provisions of the solicitation. It shall be the responsibility of the Offeror to understand both the rules and the mechanics of the EnerNOC transaction platform.

A.19 ADMINISTRATIVE FEES

The Contractor hereby agrees to the assessment of a procurement fee on all accounts included in this contract that will be reflected in the Contractor's price. This fee is $0.0007 per kWh for all usage billed under this contract unless adjusted by the CO. This fee shall be paid directly to EnerNOC by the successful Contractor(s) in accordance with the Payment Instructions Document found on their auction website, https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=11932. In the event EnerNOC provides notice to GSA that they have not received fees from a supplier for a period of three or more months, GSA will request either proof of payment from the supplier to EnerNOC or proof that the supplier has not received payment from the end-use facility.

A.20 DAMAGES FOR MISSING CONTRACT START DATE

In the event that the start date for electric supply is missed due solely to the fault of the Contractor and an account(s) is required to remain with the LDU at regulated rates, then the Contractor shall reimburse such account the difference between the contract rate and the billed regulated rates in the event that the regulated rates paid are greater than the contract rates. Affected accounts shall be reimbursed via check made out to the LDU on behalf of the affected account(s) or via credits on future bills.

A.21 MARKETING RECS FOR CONTRACT ACCOUNTS

During the term of this contract, some of the accounts included in this contract may desire to have the Contractor market the RECs produced by onsite renewable resources located behind accounts included in this contract. In that event, the Contractor agrees to cooperate with account holder to obtain market prices for properly registered renewable resources (RECs/SRECs) on behalf of account holder and to credit the account the REC market price (MWhs times $/MWh) minus a commercially reasonable Contractor remarket fee to be negotiated between the parties. The account holder and Contractor shall mutually determine the frequency of such crediting transactions. The details for transactions under this Section A.21 will be covered in mutually negotiated modifications to this contract. The Government will note in Exhibit 1 any known renewable resources and their estimated size in KW

A.22 LIMITATION OF LIABILITY

Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary nor indirect damages.

SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

B.1 CLAUSES INCORPORATED BY REFERENCE

The FAR Can Be Accessed At The Following Internet Address: **http://www.arnet.gov/far/**

(a) **FAR 52.212-1** **Instructions to Offerors-Commercial Items** (JAN 2017)
[Reference FAR 12.301(b)(1)]

Addendum to FAR 52.212-1

The offeror agrees to hold the prices offered in response to this solicitation until 1:30 p.m. on the date specified in Section C.3 of this solicitation.

(b) **FAR 52.212-4** **Contract Terms and Conditions-Commercial Items** (JAN 2017)
[Reference FAR 12.301(b)(3)]

Addendum To FAR 52.212-4

(1) The following section on *Title* overcomes and has precedence over the Title section of the clause at FAR 52.212-4 (n) in its entirety.

Title
Title to electricity supplied by the Contractor under this contract shall pass from the Contractor to the Government upon delivery of said electricity to the Delivery Point. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of all liens, claims and encumbrances arising prior to delivery to the Delivery Point.

(2) The following section on *Force Majeure* overcomes and has precedence over the Excusable Delays section of the clause at 52.214-4 (f) in its entirety.

Force Majeure
The Contractor shall be responsible for delivery of electricity to the Delivery Points specified under the terms of the contract unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any cause beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, delays of common carriers (for example, any third party transmission provider or LDU), and acts of the Government in either its sovereign or contractual capacity. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure condition, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such condition.

In no event shall the economic hardship of either party constitute a Force Majeure condition. Likewise, the inability of the Contractor to obtain transmission or generation unless such inability is due to a Force Majuere, or the event of higher actual costs than contracted costs to the Contractor shall not constitute a Force Majeure condition.

(3) The following section on ***Termination for Cause*** overcomes and has precedence over the Termination for Cause section of the clause at FAR 52.212-4 (m) in its entirety.

The Government may terminate for cause in the event of a material failure to comply with any term or condition which is not remedied within 10 business days from the date of notice of the default. In the event

of termination for cause, the Government shall not be liable to the contractor for any amount for supplies of services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience as provided for in Section A.14 of the Scope of Work.

(c) **FAR 52.216-21** **Requirements** (OCT 1995)
[Reference FAR 16.506(d)]

B.2 CLAUSES IN FULL TEXT

FAR 52.204-7 **System for Award Management (OCT 2016)**
[Reference FAR 4.1105(a)(1)]

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision—

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

"Registered in the System for Award Management (SAM) database" means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

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

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

(End of clause)

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202(a), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2017)

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

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

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance.This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

_____ _____ _____

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.212-2 Evaluation-Commercial Items.
As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The basis for this evaluation is prescribed in Section D herein.

Technical and past performance, when combined, are approximately equal in importance when compared to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.
As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2)and (3)).

_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Nov 2016) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

_X_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

__ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

__ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

_X_ (48) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

_X_ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301note).

_X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

__ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

NOT APPLICABLE (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

NOT APPLICABLE (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

NOT APPLICABLE (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.233-2 Service of Protest
[Reference FAR 33.106]

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kenneth M. Shutika, Contracting Officer
GSA, Energy Division (PMAA), Room 3037
1800 F Street, NW
Washington, DC 20405

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

The Following Clause is for Department of Veterans Affairs accounts only:
852.232-72 Electronic submission of payment requests.

As prescribed in 832.7002-2, insert the following clause:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at *http://www.fsc.va.gov/einvoice.asp*.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (http://www.x12.org) includes additional information on EDI 810 and 811 formats.

(d) Invoice requirements. Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above. (End of clause)

SECTION C: SUBMISSION REQUIREMENTS:

At the time that proposals are due all offerors are required to submit the following information in writing:

C.1 EVIDENCE OF TECHNICAL QUALIFICATION

(a) General: Due to the critical nature of the electricity procured under this solicitation, the ability of the offeror to adhere to the commitments made in this contract is crucial. Offerors are required to submit the information outlined below so that the Government may make a relative determination of technical merits of the offeror without requesting additional information from an offeror.

(b) General Responsibility: The evidence of technical qualifications required below is in addition to the general responsibility criteria set forth in FAR 9.104. The Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

(c) Minimum Requirements: **Failure to meet any of the following minimum requirements may constitute a technically unacceptable offer.** For the purposes of this section C.1 paragraph (4), the experience of the parent or affiliate may be used to satisfy a portion of the requirements. Each offeror must provide evidence:

(1) That they are licensed by the appropriate state public utility commissions namely the Illinois Commerce Commission (ICC) and/or the Public Utility Commission of Ohio (PUCO) to provide electric supply to retail electric customers and are Electronic Data Interchange (EDI) and otherwise suitably qualified by the LDUs in which physical delivery will take place.

(2) That they possess a Federal Energy Regulatory Commission (FERC) power marketing license. Include FERC Docket No., Date of Application, and Date of Approval.

(3) That the offeror has firm transmission service agreements and/or network transmission agreements in the offeror's name with the PJM Interconnection (PJM) and/or Midwest ISO (MISO) for the interconnection points between the LDU system and PJM/MISO to effect delivery to the Delivery Points of this contract.

(4) Offerors must specify in their technical proposal which Pricing Groups they will be bidding on.

(5) That the offeror possesses experience providing firm supply and firm transmission of electricity to at least ten (10) retail electric customers with peak annual demands in excess of 1,000 KW behind LDU's located within Illinois and/or Ohio during the past 12 months for each state they plan to bid on or possess experience providing firm supply and firm transmission of electricity to one customer per state with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW within the LDUs included in this solicitation for each state they plan to bid on. Offerors must provide the contact persons and telephone numbers for at least three (3) of the ten (10) electric customers provided for this item or the contact person and telephone number for the one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW for each of the states they plan to bid on. The same customer can be used for multiple states if the Offerors is serving load across multiple states in the utilities included in this solicitation for the same customer or customers.

(6) That the offeror has the financial wherewithal to execute and support the transaction contemplated herein throughout the term of the contract, and employs risk management measures related to providing retail electric supply and has developed plans to supply the energy required by this contract to the Delivery Point. Supply plans must specifically address steps that the offeror will be taking to minimize risk to the Government in the event of a wholesale supplier default and any protections the Government may be afforded in such event. In addition, Offerors must either provide proof of a current rating of A or better with Moody's or Standards and Poor's or a letter of credit or proof the can obtain a letter of credit (performance bonds, etc.) which provides assurance that the Offeror's firm has sufficient financial credit to hedge the volumes of electricity supply they

intend to bid on. In addition, Offerors that cannot provide proof of a current rating of A or better with Moody's or Standards and Poor's must provide their most recently audited financial statements. Such financial statements shall present the financial position, the results of operations, and cash flows in accordance with principles generally accepted in the United States of America. An auditor's opinion shall accompany the financial statements and such audit shall be conducted in accordance with auditing standards generally accepted in the United States of America.

(7) A description of the type of renewable power that the offeror is proposing to meet the renewable power requirements of this solicitation and the independent third party auditor proposed to meet the requirements of Section A.12.

(8) The offeror's DUNS number.

(9) A copy of offeror's SAM registration.

C.2 PRICE PROPOSAL

General. The Government is requesting pricing for a term of forty-eight (48) full monthly billing cycles. Offerors shall begin supply with the April 2017 meter read date for Illinois accounts and the June 2017 meter read date for Ohio accounts. Any account start dates that deviate from these start dates will be noted on Exhibit 1. Offerors are required to offer a flat, firm fixed price per kWh. The offered prices must remain constant for the full contract term.

Pricing Groups. The Government is requesting pricing for four (4) pricing groups. The rate offered for must be the same for every account in the pricing group. The renewable power products offered must comply with the provisions of Section A.12. See Exhibit 1 for precise quantities and account information.

Pricing Group 1 – Ameren Illinois Fixed Price All In - All accounts 20% renewable power / 80% conventional power. The Government requires a flat, firm fixed price per kWh to include all applicable taxes, credits, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including capacity, reliability must run (RMR), transmission service costs (including NITS), Auction Revenue Rights (ARRs), Transmission Loss Credits (TLCs), and line losses. Renewable Portfolio Standards (RPS) will be treated as a pass through item in accordance with the terms and conditions of this contract.

Pricing Group 2 – ComEd Illinois GSA and Army Corps of Engineers Romeoville Fixed with Price with Capacity and Transmission Passed Through – 100% conventional power. The Government requires a flat, firm fixed price per kWh to include all applicable taxes, credits, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including Auction Revenue Rights (ARRs), Transmission Loss Credits (TLCs), and line losses, with the exception of capacity and network firm transmission service. **Capacity, Renewable Portfolio Standards (RPS) Reliability Must Run (RMR), FERC Order 745 costs, and transmission service (NITS, RTEP and TEC) will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity and network transmission service will be the prices effective on the date of the offer and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity and/or transmission rates change and the effective date of the change.

Pricing Group 3 – Duke Ohio Fixed Price with Capacity Passed Through – All accounts 20% renewable power / 80% conventional power. The Government requires a flat, firm fixed price per kWh to include all applicable taxes, credits, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including renewable portfolio standards (RPS), Auction Revenue Rights (ARRs), Transmission Loss Credits (TLCs) and line losses, with the exception of capacity. **Capacity costs will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity will be the prices effective on the date of the offer and will be adjusted by the Contractor

from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity rates change and the effective date of the change.

Pricing Group 4– First Energy Ohio Fixed Price with Capacity Passed Through – All accounts 20% renewable power / 80% conventional power. The Government requires a flat, firm fixed price per kWh to include all applicable taxes, credits, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including renewable portfolio standards (RPS), Auction Revenue Rights (ARRs), Transmission Loss Credits (TLCs) and line losses, with the exception of capacity. **Capacity and FERC Order 745 costs will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity will be the prices effective on the date of the offer and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity rates change and the effective date of the change.

Auction Schedule: The auction schedule for this solicitation will be posted at.
https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=11932

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. Since it is impossible to determine the precise quantities that will be needed during the contract term, the Contractor whose offer is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.

(2) Capacity (UCAP) prices and volumes shall adjust every June 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current PJM capacity auction price for the respective PJM zone and PJM year. Transmission volumes and prices generally adjust every January 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current LDU transmission rates. The Government, at its option, may fix capacity prices for some or all of the contract term via bilateral contract modification.

Capacity (UCAP) Cost – is defined as the required amount of UCAP for the Government as determined by the LDU applying the then current PJM guidelines. The price of capacity charged shall be the product of the RPM final zonal net load price, which may include a capacity performance product as determined by PJM and approved by FERC, (expressed in $/MW-day) and the Government's Unforced Capacity Obligation, multiplied by the number of days in the billing cycle for each account. The Unforced Capacity Obligation is equal to the Obligation Peak load times the Final RPM Zonal scaling factor times the Forecast Pool Requirement, as those terms are defined by PJM, for the relevant time period and zone in which the account is located. Final zonal net load capacity prices are typically not established until shortly before (or on the 1st day) new Capacity rates become effective. The Contractor will provide the Government notification of capacity price changes and the effective date of such changes.

(3) Illinois Only - Network Integrated Transmission Service (NITS) Cost - is defined as the currently effective network integrated transmission rate as specified by the currently effective PJM OATT Tariff page for the applicable delivery zone (reference PJM Transmission Tariff Attachment H9 Annual Transmission Rates). NITS costs are the product of the Contractor's transmission capacity obligation associated with electric delivery to each of the Government's accounts as determined by the LDU, multiplied by the actual PJM average daily NITS charges stated in $/KW/day for the applicable delivery zone, multiplied by the number of days in the billing cycle for each account. Any applicable credits such as Transmission Enhancement Credits are to be applied against the

monthly NITS charges. The price for NITS may change from time to time in order to pass through changes in the PJM OATT rate. Such NITS rate changes will be accomplished by contract modification.

(4) This solicitation's renewable power content requirements are in addition to any renewable power required to comply with the States of Illinois and Ohio's renewable portfolio standards during the contract(s).

(5) All costs to the facility up to the Local Distribution Utility's system for all Pricing Groups are to be included in the prices submitted.

(6) The Contractor will be responsible for all nominations and imbalance procedures and costs. Any costs or penalties incurred as a result of the Contractor's failure to deliver, nominate or balance will be the responsibility of the Contractor.

(7) The Government and the accounts included in this solicitation are exempt from local sales taxes. For Pricing Groups three (3) and four (4), offerors are instructed to include costs associated with Ohio Commercial Activity Tax (CAT), as applicable, in bid prices. The federal government is exempt for excise tax in both Illinois and Ohio. The Government will cooperate with the Contractor to complete any necessary tax exempt forms.

(8) The pricing submitted shall be for metered usage at the LDU's meter(s) for each account.

(9) The offeror agrees to hold the prices in its price proposal firm until from the time prices are submitted on March 8, 2017 until 1:30 p.m. ET on March 8, 2017. Once an emailed notice of award has been received from the offeror by the contracting officer, offerors will not be allowed to withdraw their bid prices.

(10) Pricing Group 2 - Offerors are instructed to include Regional Transmission Expansion Plan (RTEP)/Transmission Enhancement Costs (TEC) as a pass-through transmission pricing charges.

(11) Offerors are instructed to include Auction Revenue Rights (ARRs) in the fixed energy price.

(12) Offerors are instructed to include Marginal Loss Credits (MLCs) in the fixed energy price.

(13) Offerors are instructed that winning suppliers will be required to reduce metered kWh volumes by 1.5% for the Cincinnati EPA account # 3690067401 and Cincinnati VA account # 9180075001 in Pricing Group four (4) and bill these accounts based on these reduced kWh volumes for the term of the contract. These agencies own their own transformers for these two accounts and receive a 1.5% credit to their kWh usage on their monthly utility bills from Duke Energy.

(14) Offerors are instructed to include Ohio Renewable Portfolio Standard (RPS) costs in bid prices for Pricing Groups three (3) and four (4). If during the term of this contract a shift occurs where all Renewable Portfolio Standard (RPS) costs in Ohio are billed by the utilities instead of suppliers, GSA will require awarded suppliers to reduce their awarded per kWh fixed prices by the applicable factor associated with RPS compliance costs. This change would fall under Section A.16 Change of Regulation.

(15) Offerors are instructed to pass through costs associated with the State of Illinois Renewable Portfolio Standard (RPS) for Pricing Groups one (1) and (2). Offerors will be required to provide a per kWh estimate of IL RPS costs for contract year one (April 17 – April 18) to Dori Gjinko at Dori.Gjinko@enernoc.com no later than 10:00AM on March 8, 2007. This estimate will be non-binding but will provide the government with information to estimate pass-through charges associated with IL RPS for these two pricing groups.

C.3 SUBMISSION OF PROPOSALS

In order to facilitate timely evaluation of offeror proposals, the Government will request and evaluate technical qualifications before submission of price proposals.

Evidence of Technical Qualification: Offerors must submit 1 original copy of the Evidence of Technical Qualification, which includes the FAR 52.212-3 Offeror's Representations and Certifications - Commercial Items (JAN 2017). Proposals must be marked as RFP GS-00P-17-BSD-1240. Evidence of Technical Qualification must be received no later than 2:00 p.m. ET on March 1, 2017 at the address listed below. **Email, do not mail, submissions of the Evidence of Technical Qualification to ken.shutika@gsa.gov.**

GSA, Energy Division (PMA), Room #3037
1800 F Street, NW
Washington, DC 20405
Attn: Kenneth M. Shutika, Contracting Officer
Solicitation No. GS-00P-17-BSD-1240
Email: ken.shutika@gsa.gov

Price Proposal: All pricing received as a result of this solicitation shall be submitted using an internet based auction transaction platform administered by EnerNOC on March 8, 2017. In accordance with the rules and mechanics of EnerNOC's auction platform, offerors will be allowed to offer and reoffer pricing until the close of the auction time for each pricing group and accompanying contract term. Auction instructions are detailed on the EnerNOC website: http://www.enernoc.com. The pricing format and the auction schedule can be found at the EnerNOC website.

CAUTION: OFFERORS ARE CAUTIONED THAT ANY AMENDMENTS MUST BE ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.

SECTION D: EVALUATION FACTORS FOR AWARD:

D.1 EVALUATION

The Government intends to award a contract(s) on the basis of the technically acceptable proposal(s) that that will result in the best value for the pricing groups included in this solicitation. Technically acceptable proposals will be those proposals that meet the requirements contained in Section C.1. To receive an award, prices received must be deemed fair and reasonable prices. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price and technical standpoint.

For the contract terms listed on Exhibit 1 and on the EnerNOC reverse auction platform for each pricing group, the Government will determine the offered price by using the EnerNOC reverse auction platform using the process outlined in Section C of the solicitation. For the purposes of evaluation, the Government is assuming that its Illinois and Ohio requirements will remain consistent with historical usage patterns over the contract terms being bid unless otherwise indicated.

In addition, the Government may, at its discretion and for any reason, choose not to make award or request that offerors reprice all or some of the solicitation's electric requirements at a later date via an amendment to the solicitation.

D.2 BASIS FOR AWARD

It is the intent of the Government to award a contract for each pricing group to the lowest price ($/kWh) (determined in accordance with Section D.1 above) received from an offeror for the requested contract term that meets the solicitation's qualifications provided that the price is deemed to be a fair and reasonable price. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price, capability, and responsibility standpoint.

D.3 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN

Depending upon the total dollar value of the resultant awarded contract(s) and the size status of the Contractor, the Contractor may be required to submit a subcontracting plan for small businesses in accordance with FAR Clause 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The Contractor's plan must be submitted within two (2) weeks of the award of this contract.

D.4 POST AWARD REQUIREMENT FOR SERVICE START DATE REPORTING

The winning Contractor(s) will be required to provide a spreadsheet clearly identifying each account number being served as a result of the contract award and the expected start date for each of these accounts. This spreadsheet will be due within twenty-five (25) calendar days after award of the contract.

ATTACHMENT 1 ATTESTATION FROM RENEWABLE ENERGY SUPPLIER

I, (print name and title)_____, declare under penalty of perjury,

on behalf of (name of renewable power/REC provider)_____, that

1) all the renewable power/RECs sold under this GSA Contract GS-00P-17-BSD-1240 were generated by eligible renewable energy generators as defined by this Contract;
2) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable power/RECs purchased under this GSA Contract GS-00P-17-BSD-1240 were transferred to the Government;
3) the renewable attributes represented by the renewable power/RECs were not sold, marketed or otherwise claimed by a third party; and
4) the renewable attributes comply with the vintage requirements contained in Section A.12 of the contract.

Name of renewable power/REC product:

- _____
- _____
- _____

I further declare that statements listed above are true and correct, that the renewable power/RECs claimed for the product were sold once and only once, and that the electrical energy that was generated with the renewable power/RECs claimed was not sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate. As an authorized agent of the aforementioned Company, I have authority to submit this report on the company's behalf.

_____ _____

Signature Date
Renewable Power/REC Provider

GENERATOR REGISTRATION FORM AND ATTESTATION

Facility Information

Name of Facility:_____

Address of Facility:_____

Facility ID Number[1]:_____ EIA or QF? (circle one)

Contact Person:_____ Title:_____

Telephone:_____ Fax:_____

Fuel Type	Capacity* (MW)	MWh/RECs Sold	Date Facility First Operational		Period of Delivery (Q#/yy or mm/yy)**
Biomass _____ *(indicate fuel type)*					
Geothermal					
Landfill Gas/ Digester Gas					
Wind					
Solar electric					
Hydroelectric Ocean Waste-to-Energy					

* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.
** List as separate line items MWh for each month or quarter.

Page 1 of 2

[1] Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number.

Declaration:

I, (print name and title)_____,
declare under the penalty of perjury, that the information provided on this form is true and correct to the best of my knowledge.

Further, I declare that the (indicate) ___ renewable megawatt hours/ ___ renewable attributes listed above were sold exclusively to (name of renewable power/REC provider) _____.
Further, I declare that 1) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable electricity generation listed below were transferred to the renewable power/REC provider above, 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

Further, I declare that the facilities that generated all of the (indicate) ___ renewable kilowatt hours/ ___ renewable attributes sold to (name of renewable power/REC supplier) are listed above by fuel type.

As an authorized agent of (generating company name) _____.
I attest that the above statements are true and correct.

Signature:_____Date:_____

This form is used by Government to verify the accuracy of claims made by retail marketers.

Page 2 of 2

ATTACHMENT 2 RENEWABLE POWER/RENEWABLE ENERGY CERTIFICATE NOTIFICATION

(Contractor Name) certifies that Renewable Power/Renewable Energy Certificates in the amounts described below, associated with power generation from the Renewable Resource(s) listed below, have been provided to the Government in accordance with the terms of Contract No. GS-00P-17-BSD-1240 for the period **(Insert Dates).** The Renewable Power/Renewable Energy Certificate(s) provided to Government include emissions, and other environmental characteristics associated with renewable resources. The Renewable Energy Certificate(s) do not include energy, capacity, or other attributes of electrical power. **(Contractor Name)** represents and warrants that the environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, that are the subject of this Notification have not been sold, reserved, or conveyed to any party other than Government and that the electric power generated in association with this/these Renewable Power/Renewable Energy Certificate(s) has not been represented to retain or possess such attributes. The Renewable Power/Renewable Energy Certificate(s) that are the subject of this Notification are based upon the generation of electricity from **(Insert type of Renewable Resource(s))** at **(Insert Source Facility Location(s))** The total amount of Renewable Power/Renewable Energy Certificates covered by this Notification is: **(Insert Quantity conveyed in MWhs.**

Insert company name, representative name, signature (typed/printed) and date

GSA

GSA Public Buildings Service

December 5, 2017

Mr. Steven C. Laker
Chief Operating Officer
Agera Energy LLC
555 Pleasantville Road S 107
Briarcliff Manor, NY 10510

RE: Award of Contract No. 47PA0418D0018 for electric power supply to Pricing Group 3

Dear Mr. Laker:

We are pleased to inform you that Agera Energy LLC (Agera) has offered the lowest price for Pricing Group 3 included in Solicitation No. GS-00P-18-BSD-1503 for a term of forty-eight (48) months. As such, GSA is pleased to award Contract No. 47PA0418D0018 to Agera at your offered price of $0.03517/kWh for the First Energy Ohio Pricing Group 3 for all energy pricing components with the exception of capacity and FERC Order 745 costs as specified in the solicitation. We estimate that the annual contract volume for the First Energy Ohio Pricing Group 3 will be approximately 54,370,147 kWhs and is valued at an estimated $2,393,374 on an annual basis or $9,573,495 over the forty-eight (48) month contract term assuming pass-through charges are $0.00885/kWh. The contract has a 20% renewable power component. Supplies under the new contract will begin with the June 2018 meter read date. The contract also has a six (6) month extension period available. Bills for electric supply will be rendered by Agera for this contract.

We look forward to working with Agera on this contract. Should you have any questions, feel free to contact me on (202) 329-1826 or at ken.shutika@gsa.gov.

(b) (6)
[redacted]

Contracting Officer
GSA, Energy Division (PMAA)

Attachment

U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405-0002
www.gsa.gov

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1. REQUISITION NO	PAGE 1 OF 49
2. CONTRACT NO 47PA0418D0018	3. AWARD/EFFECTIVE DATE 12/5/17	4. ORDER NO	5. SOLICITATION NO GS-00P-18-BSD-1503	6. SOLICITATION ISSUE DATE 11/08/2017
7. FOR SOLICITATION INFORMATION CALL ▶	a. NAME Kenneth M. Shutika		b. TELEPHONE NO. (No collect calls) (202) 329-1826	8. OFFER DUE DATE/LOCAL TIME 11/28/2017

9. ISSUED BY — CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5118
Washington, DC 20405

10. THIS ACQUISITION IS
☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ SMALL DISADV BUSINESS
☐ 8(A)
SIC: 4911
SIZE STD: 750 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO — CODE
See Block 9 Address

16. ADMINISTERED BY — CODE
See Block 9

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

TELEPHONE NO

18a. PAYMENT WILL BE MADE BY — CODE
Individual Agencies

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	See SUBMISSION REQUIREMENTS - PRICING SECTION C.1 Pricing Group 3 - 48 mos. First Energy Ohio TOTAL *(Attach Additional Sheets as Necessary)*	See Exhibit 1	kWh	$0.0317/kWh (see Attach. 4)	

25. ACCOUNTING AND APPROPRIATION DATA: est

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $9,573,495

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. ☐ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☒ AWARD OF CONTRACT: REFERENCE your OFFER DATED 12/5/17. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b) (6) [redacted]

DATE SIGNED: 11/13/17

(b) (6) [redacted] ...TING OFFICER)

Kenneth M. Shutika

31c. DATE SIGNED: 12/5/17

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

33. SHIP NUMBER ☐ PARTIAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐

37. CHECK NUMBER

38. S/R ACCOUNT NO

39. S/R VOUCHER NO

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY MM DD)*

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION — SEE REVERSE FOR OMB CONTROL — STANDARD FORM 1449 (10-95)
Computer Generated — NUMBER AND PAPERWORK BURDEN STATEMENT Prescribed by GSA - FAR (48 CFR) 53.212

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0001	12/1/2017		

6. ISSUED BY CODE
GSA, Energy Division (PMAA)
1800 F Street, NW, Room 5118/Washington, DC 20405

7. ADMINISTERED BY *(If other than Item 6)* CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR *(No. Street, county, State and ZIP: Code)*
Agera Energy LLC
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
GS-00P-18-BSD-1503

9B. DATED *(SEE ITEM 11)*
11/7/17

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)* The subject solicitation is amended to note that additional information has been provided in Section C.2 under Notes and Instructions to Offerors Regarding Pricing Note 2 in relation to Capacity (UCAP) Cost calculations and to modify the Exhibit 1 to take transmission out of the Pricing Product description on the Auction Schedule sheet as transmission costs are the responsibility of the utility in Ohio. All other terms and conditions of the solicitation remain the same.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
(b) (6) [redacted]	DATE SIGNED 12/4/17	Kenneth M. Shutika Energy Management Officer (b) (6) [redacted]	C. DATE SIGNED 12/5/17

PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV. 10-83) Computer Generated Prescribed by GSA

FAR (48 CFR)

ENERNOC

RFP VIEW: 63423 - RETAIL ELECTRICITY

General Information

Description:	Group 3: Cap Pass Through - Fixed - 20% Green	Total Quantity (Term):	217,480,588 kWh
Customer Name:	General Services Administration (GSA)	Number of Accounts:	4
Customer Contact:	Ken Shutika	Maximum Demand:	
Deal Number:	27518 Announcement: 8125	Last Updated:	Dori Gjinko, 12/5/2017 9:29:21 AM
State/Province:	Ohio		
Country:	USA		
Delivery Point:	Multiple Ohio (ELE)		
Load Type:			
Rate Class:			

Auction Information

Auction Start Time:	12/5/2017 10:00:00 AM	RFP Status:	Active
Auction End Time:	12/5/2017 12:30:00 PM	Opening Bid ($/kWh):	0.10000
Auction Type:	Open	Reserve Price ($/kWh):	N/A
Auction Format:	Reverse - Buy	Time Left:	Auction Ended
Auction Currency:	USD - US Dollar	Total Bids:	17
Bid Significant Digits:	5	Low Bid ($/kWh):	0.03517
Bid Increment ($/kWh):	0.00001	Low Bidder:	Agera Energy, LLC

Contract Information

Delivery Start Date:	6/1/2018	Bill Type:	Dual
Delivery End Date:	5/31/2022	Payment Terms (days):	30
Contract Duration:	48 months	Payment Terms Description:	Days from Receipt
		Transaction Type:	Physical

Additional Contract Information

Exact Volumes:	False	Minimum Bandwidth Required (%):	15.00
Full Requirements:	True	Fixed Price Conversion Rights Requested	False

Pricing Information

Form of Pricing:	Fixed	Pricing Index:	
Pricing Options:			

Pricing Components

Pass Through Capacity: Yes

Renewable Power Information

Additional Renewable Power: Yes
Renewable Power (%): 20.00

Additional Information

Comments to Bidders:

Sum of kWh														
Pricing Grou	Utility	Start Mon	Agency	GSA Building	Account#	Service Address	City	State	LDC Rate Class	Load Profile Desc	LDC Bill Cyc	Cap	Trans	Grand Total
3	First Energy	Jun-18	GSA	OH0143ZZ	08007880142250023307	1716 Spielbusch Ave	Toledo	OH	TE-GSD	C1	01	162.124	160.3987	590,592
				OH0194ZZ	08018186280000226810	2 S Main St	Akron	OH	OE-GSD	C2	01	539.171	502.8756	1,580,184
			USBP	N/A	08006643610001397000	8730 Scroggs Rd	Lisbon	OH	OE-GPD	C1	14	2401.77	2388.6084	11,831,119
			VA	N/A	08011174191260001138	10701 East Blvd	Clevelanc	OH	CE-GSUD	C1	10	8175.63	7657.1249	40,368,252
Grand Total														54,370,147

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NOTE: ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA: ELECTRONIC MAIL AT ken.shutika@gsa.gov

SECTION A: SCOPE OF WORK

A.1 GENERAL

The General Services Administration (GSA or Government) is requesting proposals for the supply of all electricity supply commodity components up to the delivery point including energy, capacity, ancillary services, scheduling, renewable portfolio standard (RPS) requirements, balancing, line losses and network firm transmission necessary for the firm supply of electricity to a number of federal facilities located in the States of Illinois and Ohio. The successful offeror (i.e. Contractor) will supply the full requirements of such electricity for a term of up to forty-eight (48) full monthly billing cycles for accounts included in this contract. The Government has placed its requirements into three (3) pricing groups. The start dates for deliveries will vary and range from the billing cycle that begins with the applicable utilities' April 2018 to June 2018 meter read date as specified in Exhibit 1. Any projected changes in anticipated loads will be reflected in Exhibit 1.

All quantities required to be supplied to facilities included in this contract shall be considered firm requirements ("firm" means electric supply that will not be interrupted unless such interruption is due to a Force Majeure as defined in Section B) for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all actual, direct penalties assessed to facilities for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the Local Distribution Utility (LDU) at the Delivery Point for the accounts specified in Exhibit 1. The Government has organized its requirements for this solicitation in an Exhibit as described below.

Exhibit 1 consists of Excel spread sheets that specify the accounts included in this contract and provides aggregate totals. For each account, the following information is provided if available:

(a) LDU rate schedule;
(b) LDU account number;
(c) Agency/account holder;
(d) General Service Location;
(e) LDU;
(f) Monthly consumption (kWh);
(g) Registered monthly on-peak demand (KW) per LDU tariff definition;
(h) Registered monthly maximum demand (KW) per LDU tariff definition;
(i) Monthly on-peak KWH per LDU tariff definition;
(j) Monthly interm KWH per LDU tariff definition;
(k) Monthly off-peak KWH per LDU tariff definition;
(l) Monthly billing days;
(m) Monthly load factor;
(n) Range of meter read dates throughout the year;
(o) Whether hourly interval data is provided for the account (information on separate spread sheets).

A.2 DELIVERY POINT

The Delivery Point for such electricity shall be that point on the electric system at which the LDU takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities identified in Exhibit 1 of this contract. The Delivery Point shall be where the facility takes title to the electricity.

A.3 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the LDU and the interstate/intrastate transmission companies.

A.4 CREDIT FOR DEFAULT SUPPLY SERVICE

If at any time (unless under a condition of Force Majeure) an account covered by this contract is forced to accept default supply service from the LDU serving in its capacity as the utility supplier of last resort solely as a result of action/inaction by the Contractor, the Contractor shall be responsible for payment of the additional supply costs, if any, incurred.

A.5 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor prior to the Delivery Point and shall pass to the Government at and after the Delivery Point specified for each facility.

A.6 PROTECTION OF CONTRACT INFORMATION

The Government will take the necessary and usual steps to maintain the confidentiality of information submitted by offerors prior to award of the contract. The Contractor is advised that the Government will make all contract prices publicly available for the full contract period.

A.7 PAYMENT AND BILLING

For Pricing Group one (1), the Government shall pay the Contractor through monthly utility bills rendered by the utility for each account included in this contract in accordance with the utility's billing procedures which are fully regulated by the appropriate state/local public utility commission (Commission). This bill shall encompass ALL applicable charges and credits for the delivered electricity (i.e. generation, transmission, distribution, and adjustments). Payment shall be in accordance with FAR 32.9 (Prompt Payment), including the clause at 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), including the clause at 52.232-33 shall apply.

For Pricing Groups two (2) and three (3), the Government shall pay the Contractor through monthly bills rendered by the Contractor for each account included in this contract. The Contractor shall use the LDU's meters, meter readings, and billing cycles for the computation of bills. The Contractor must establish its own account number for the Government account and provide the corresponding LDU account number on each monthly bill. The Contractor's bill shall encompass ALL applicable charges for the electricity delivered under this contract (i.e. generation, transmission, and ancillary services, etc.) delivered to the Delivery Point in accordance with the Contract terms and conditions. Payment shall be made in accordance with FAR 32.9 (Prompt Payment), see incorporated clause 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (ELECTRONIC FUNDS TRANSFER), the incorporated clause 52.232-33 shall apply. Prior to the initiation of service under this contract, the Government account holders will provide the Contractor with all necessary billing information required for the processing of bills.

It shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing. For Pricing Groups two (2) and three (3), the Contractor shall ensure that the data that is normally provided to full service customers appears on the bill. Such information shall include current billing period usage (kWh), current billing period capacity and transmission charges, capacity and transmission obligation demand figures and monthly demand amounts, current billing period charges, previous billing period balance, and previous billing period payment.

A.8 ANTI-DEFICIENCY

In accordance with the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)), nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of the contract or to involve the Government in an obligation for the future expenditure of moneys before an appropriation is made.

A.9 AUTHORIZED USERS

This contract is for the use of all Federal agencies; authorized Federal contractors; agency-sponsored universities and laboratories; and as authorized by law or regulation, state, local, and tribal Governments, and other organizations. All organizations listed in GSA Order ADM 4800.2E (as updated) are eligible to use this contract.

A.10 ADDING AND DELETING FACILITIES TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities eligible to compete their electric requirements but not included in Exhibit 1 may request to satisfy their competitive electric requirements by use of this contract. In that event, the Government shall provide the Contractor with the facility's electric requirement and the two parties shall mutually agree as to whether to extend the full terms and conditions of this contract to such facility. Adding a facility(ies) shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award.

It is possible that certain authorized facilities included in Exhibit 1 may seek to be removed from the contract prior to the contract's termination date. In that event, the government shall provide the Contractor with a written notice 45 business days before the deletion. Deleting facilities shall be accomplished by the bilateral execution of Standard Form 30 - Amendment of Solicitation/Modification of Award. When accounts are deleted, the methodology provided in Section A.14 shall be used to calculate early termination charges, if any. The provisions of this paragraph shall not apply to accounts with early end dates noted in Exhibit 1 at the time of contract award.

A.11 EXTENSION PROVISIONS

(a) The Government may request extension of performance, one or more times, in accordance with the existing contract terms and conditions, so long as the total additional performance period does not exceed six (6) months. If the Contractor declines to extend at the existing prices, the Government may propose a new firm fixed price for the extension. Extension of Firm Fixed Prices must be accompanied by the agreement of all parties (bilateral modification). Failure to agree will result in the expiration of the contract at the end of the current performance period.

(b) Notice of request for bilateral extension will be furnished to the Contractor not later than 45 days prior to the expiration of the contract or any extension thereof. However, nothing precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice prior to the 45 days.

(c) Notice of request for bilateral extension of this contract shall be considered to have been accomplished at the time the Government deposits written notification in the mail or provides such notification by facsimile transmission.

A.12 RENEWABLE POWER FOR FACILITIES IN THIS CONTRACT

The power content for all Pricing Groups shall contain delivered renewable power or renewable energy certificates (RECs) equivalent to twenty (20%) percent of the total usage required as specified in Section C.2 of the contract. The renewable power/REC content requirements are in addition to any renewable power required to comply with the applicable state's renewable portfolio standard (RPS) requirements, as applicable, during the term of any resultant contract(s). There are no geographic restrictions related to the RECs provided to meet this requirement. The renewable power that the offeror provides must come from renewable resources that have been placed in service within 10 years prior to the start of the Government's fiscal year for each year of the contract. For the contract's first year, resources will need to have been placed in service on or after October 1, 2007.

Annual Renewable Report

To verify compliance, the Government requires Contractors to provide an annual report verified and certified by an independent third party auditor. The annual reporting period shall be October 1 through September 30. The annual report shall contain the following elements:

(a) An affidavit attesting to the product content for the annual reporting period that:
(1) Indicates the source of new renewable power, zip code of the source and the EGRID subregion for the new source; and

(2) Indicates the source of non-new renewable power, zip code of the source and the EGRID subregion for the source.

(b) An affidavit indicating that:

(1) The offeror has not sold the renewable power more than once (as either a renewable power product or as an REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measures are taken to ensure that suppliers also do not sell renewable power more than once;

(2) All environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power generator is otherwise entitled convey to the purchaser (i.e. Government);

(3) The offeror has not sold any emission allowances/credits, or other environmental attributes which are specifically owned by or to which the renewable power generator is otherwise entitled to convey associated with renewable power; and

(4) The renewable power that is used to fulfill the requirements of this solicitation is also not being used to meet any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

The Annual Report shall be submitted to both the CO and COR at the addresses specified in Section A.17 no later October 31 each year and shall contain Attachments 1 and 2. The independent third party auditor shall be submitted in the Contractor's proposal and approved by the Government at the time of contract award. The following are examples of third party verification that the Government considers acceptable: Environmental Resources Trust; Green-e; Independent Auditors Report; TerraChoice; and State/Regional Verification Methods Approved by a State Governmental Entity/Public Utilities Commission/Regional Power Pool (i.e. Texas REC system administered by ERCOT, the PJM Generation Attribute Tracking System of the PJM Environmental Information Services, Inc., or the New England Power Pool (NEPOOL) Generation Information System (GIS). The Government will also consider for approval other third party verification methods/entities.

Renewable Power Vintage: To qualify as eligible renewable power (delivered renewable power or renewable power certificates) under this contract, the renewable power must be generated during the Government's applicable fiscal year calendar which is October 1 through September 30 for each year of the contract and the six (6) months immediately preceding that time period and the three (3) months immediately following that time period (e.g. April 1, 2017 through December 31, 2018).

Definition of Renewable Energy

For the purposes of this contract and this Section A.12, renewable energy shall have the definition as specified by the Energy Policy Act of 2005. Accordingly, "renewable energy" means electric energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additional new capacity at an existing hydroelectric project. Under the Energy Policy Act of 2005 and this contract, the term "biomass" shall have the definition listed below.

Biomass - the term 'biomass' means any lignin waste material that is segregated from other waste materials and is determined to be non-hazardous by the Administrator of the Environmental Protection Agency and any solid, non-hazardous cellulosic material that is derived from:

- any of the following forest-related resources: mill residues, precommercial thinnings, slash, and brush, or nonmerchantable material;
- solid wood waste materials, including waste pallets, crates, dunnage, manufacturing and construction wood wastes (other than pressure-treated, chemically-treated, or painted wood wastes), and landscape or right-of-way tree trimmings, but not including municipal solid waste (garbage), gas derived from the bio-degradation of solid waste, or paper that is commonly recycled

- agricultural wastes, including orchard tree crops, vineyard, grain, legumes, sugar, and other crop by-products or residues, and livestock waste nutrients; or
- a plant that is grown exclusively as a fuel for the production of electricity.

"Renewable energy certificates" (RECs) are unique certificates that represent all of the environmental attributes or benefits of a specific quantity of renewable generation. RECs are created when a renewable energy facility generates electricity. The terms Renewable Energy Credits, Tradable Renewable Certificates, renewable power or Green Tags, are equivalent terms.

In addition, to meet Federal environmental goals and policies, facilities included in the contract may choose to purchase additional amounts of renewable energy to meet applicable Federal environmental goals and policies via bilateral modification to this contract. Terms and conditions that apply to such purchases will be addressed through a bilateral modification.

A.13 LOAD CHANGES DURING THE TERM OF THE CONTRACT

As indicated in Section A.1 and in the Notes portion of Section C.2, this contract is for the full requirements of each account at the Delivery Point. The full requirements are expressed on Exhibit 1 of the solicitation. The Government does not estimate that its aggregate load will change in a significant manner throughout the term of this contract unless noted on Exhibit 1. The Government considers an annual change in the aggregate kWh consumption of each pricing group in excess of fifteen percent (15%) to be significant. The historical volumes are given in Exhibit 1 and these volumes will be used in determining annual changes. In the event of a significant change in contract load, the Government agrees, if requested by the Contractor, to negotiate in good faith to equitably adjust contract pricing so that the Contractor is made whole for any incremental costs associated with such load change beyond the fifteen percent (15%) measurement threshold. Any proposed adjustments to contract pricing must compare the contract price with the market price at the time of usage deviation to arrive at an adjustment to contract pricing. The Government will notify the Contractor of any significant anticipated load changes as soon as it becomes aware of such anticipated changes.

A.14 SPECIAL CONTRACT TERMINATION - LIQUIDATION OF CONTRACT POSITION

At any time following contract execution or during the term of this contract, the Government may terminate this contract. The Government will pay any penalties imposed by the LDU or other appropriate authority (including, without limitation, power pool or power exchange, independent system operator, regional transmission organizations) associated with such termination. Upon termination, the Contractor and the Government will have no further obligation to each other with respect to the terminated contract except as described herein. If termination applies to a contract that is currently enrolled by the Contractor as the supplier of record with the LDU, then the Government must provide at least sixty (60) days prior notice of termination to the Contractor. Upon termination of an enrolled account, Contractor will return such account to LDU service on the next available meter read date as determined by the LDU, and the party's respective obligations under this contract will cease on that meter read date. At the time the contract is terminated the Contractor will make a reasonable assessment of the difference between the Contract Price (Price A) and the market based price for the same supply at the time the contract is terminated (Price B). If Price A is greater than Price B the Government shall pay the Contractor the difference between Price A and Price B. The Contractor's assessment of Price B shall include any incidental costs such as administrative costs, brokerage fees, transmission or increased tax costs for termination, provided such incidental costs are reasonable and documented for the Government.

A.15 TAXES

(a)(1) After-imposed Federal, State, and local tax, as used in this paragraph, means any new or increased Federal, State, and local tax or duty, or tax on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(2) After-relieved Federal, State, and local tax, as used in this paragraph, means any amount of Federal, State, and local tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but that the Contractor is not required to pay or bear, or for

which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
(c) The contract price shall be decreased by the amount of any after-relieved Federal, State, and local tax.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification.

A.16 CHANGE OF REGULATION

(a)(1) Imposed Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any new or modified Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that result in new or increased charges that the Contractor is required to pay or bear as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.

(2) Relieved Charges. Following contract award, any change of Federal, State, and local regulation, as used in this paragraph, means any Federal, State, and/or local regulation including ISO/RTO charges on the transactions covered by this contract that the Contractor is no longer required to pay or bear, or for which the Contractor obtains a refund or reduction, as the result of legislative, judicial, regulatory or administrative action taking effect after the contract date.
(b) The contract price shall be increased by the amount of any after-imposed Federal, State, and local regulation, provided the Contractor warrants in writing that no amount for such newly imposed Federal, State, and local regulation or rate increase was included in the contract price, as a contingency reserve or otherwise, and that the Contractor provides sufficient documentation to support the increase.
(c) The contract price shall be decreased by the amount of any relieved Federal, State, and local regulation.
(d) Any increases or decreases in the contract price as a result of paragraphs (b) and (c) next above shall be accomplished by a bilateral contract modification. In the event that the Government and the Contractor cannot agree to an acceptable contract adjustment, the Government will unilaterally adjust the contract price via modification subject to the Disputes provisions of FAR 52.212-4(d) incorporated in the contract.

A.17 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the General Services Administration's Energy Division (PMAA). The Contracting Officer (CO) for the administration of this contract is:

Ken Shutika Energy Division (PMAA) 1800 F Street, NW, Rm. 5118 Washington, DC 20405	Telephone Email	(202) 329-1826 ken.shutika@gsa.gov

A.18 AUCTION PROCESS FOR PRICING USING EnerNOC

The Government shall utilize an internet based transaction platform provided by EnerNOC to obtain pricing for this procurement. Contractor's prices shall be submitted to GSA utilizing an internet based, auction transaction platform provided by EnerNOC in accordance with the instructions in Section C and the EnerNOC website. All prices submitted to the EnerNOC transaction platform shall be in accordance with the provisions of the solicitation. It shall be the responsibility of the Offeror to understand both the rules and the mechanics of the EnerNOC transaction platform.

A.19 ADMINISTRATIVE FEES

The Contractor hereby agrees to the assessment of a procurement fee on all accounts included in this contract that will be reflected in the Contractor's price. This fee is $0.00070 per kWh for all usage billed under this contract unless adjusted by the CO. This fee shall be paid directly to EnerNOC by the successful Contractor(s). In the event EnerNOC provides notice to GSA that they have not received fees from a supplier for a period of three or more months, GSA will request either proof of payment from the supplier to EnerNOC or proof that the supplier has not received payment from the end-use facility.

A.20 DAMAGES FOR MISSING CONTRACT START DATE

In the event that the start date for electric supply is missed due solely to the fault of the Contractor and an account(s) is required to remain with the LDU at regulated rates, then the Contractor shall reimburse such account the difference between the contract rate and the billed regulated rates in the event that the regulated rates paid are greater than the contract rates. Affected accounts shall be reimbursed via check made out to the LDU on behalf of the affected account(s) or via credits on future bills.

A.21 MARKETING RECS FOR CONTRACT ACCOUNTS

During the term of this contract, some of the accounts included in this contract may desire to have the Contractor market the RECs produced by onsite renewable resources located behind accounts included in this contract. In that event, the Contractor agrees to cooperate with account holder to obtain market prices for properly registered renewable resources (RECs/SRECs) on behalf of account holder and to credit the account the REC market price (MWhs times $/MWh) minus a commercially reasonable Contractor remarket fee to be negotiated between the parties. The account holder and Contractor shall mutually determine the frequency of such crediting transactions. The details for transactions under this Section A.21 will be covered in mutually negotiated modifications to this contract. The Government will note in Exhibit 1 any known renewable resources and their estimated size in KW.

A.22 LIMITATION OF LIABILITY

Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary nor indirect damages.

SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

B.1 CLAUSES INCORPORATED BY REFERENCE

The FAR Can Be Accessed At The Following Internet Address: **http://www.arnet.gov/far/**

(a) **FAR 52.212-1** **Instructions to Offerors-Commercial Items** (JAN 2017)
[Reference FAR 12.301(b)(1)]

Addendum to FAR 52.212-1

The offeror agrees to hold the prices offered in response to this solicitation until 1:30 p.m. on the date specified in Section C.3 of this solicitation.

(b) **FAR 52.212-4** **Contract Terms and Conditions-Commercial Items** (JAN 2017)
[Reference FAR 12.301(b)(3)]

Addendum To FAR 52.212-4

(1) The following section on *Title* overcomes and has precedence over the Title section of the clause at FAR 52.212-4 (n) in its entirety.

Title
Title to electricity supplied by the Contractor under this contract shall pass from the Contractor to the Government upon delivery of said electricity to the Delivery Point. The Contractor warrants that the electricity delivered to the Government under this contract will be free and clear of all liens, claims and encumbrances arising prior to delivery to the Delivery Point.

(2) The following section on *Force Majeure* overcomes and has precedence over the Excusable Delays section of the clause at 52.214-4 (f) in its entirety.

Force Majeure
The Contractor shall be responsible for delivery of electricity to the Delivery Points specified under the terms of the contract unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any cause beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure. It shall include, without limitation, sabotage, strikes, acts of God, war, riot, civil disturbance, drought, earthquake, flood, explosion, fire, lightning, landslide, delays of common carriers (for example, any third party transmission provider or LDU), and acts of the Government in either its sovereign or contractual capacity. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any Force Majeure condition, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such condition.

In no event shall the economic hardship of either party constitute a Force Majeure condition. Likewise, the inability of the Contractor to obtain transmission or generation unless such inability is due to a Force Majuere, or the event of higher actual costs than contracted costs to the Contractor shall not constitute a Force Majeure condition.

(3) The following section on ***Termination for Cause*** overcomes and has precedence over the Termination for Cause section of the clause at FAR 52.212-4 (m) in its entirety.

The Government may terminate for cause in the event of a material failure to comply with any term or condition which is not remedied within 10 business days from the date of notice of the default. In the event

of termination for cause, the Government shall not be liable to the contractor for any amount for supplies of services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience as provided for in Section A.14 of the Scope of Work.

(c) **FAR 52.216-21** **Requirements** (OCT 1995)
[Reference FAR 16.506(d)]

B.2 CLAUSES IN FULL TEXT

FAR 52.204-6 **Data Universal Numbering System Number** (JUL 2013)
[Reference FAR 4.607(a)]

(a) *Definition.* "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

FAR 52.204-7 **System for Award Management (OCT 2016)**
[Reference FAR 4.1105(a)(1)]

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

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

"Registered in the System for Award Management (SAM) database" means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

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

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

(End of clause)

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202(a), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _221112.

(2) The small business size standard is _750 employees_.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

□ (i) Paragraph (d) applies.

□ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance.This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.212-2 Evaluation-Commercial Items.
As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The basis for this evaluation is prescribed in Section D herein.

Technical and past performance, when combined, are approximately equal in importance when compared to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to

the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

_X_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2015) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

_X_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

_X_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

NOT APPLICABLE (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206and 41 U.S.C. chapter 67).

NOT APPLICABLE (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

NOT APPLICABLE (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

NOT APPLICABLE (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.233-2 Service of Protest
[Reference FAR 33.106]

SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kenneth M. Shutika, Contracting Officer
GSA, Energy Division (PMAA), Room 3100
1800 F Street, NW
Washington, DC 20405

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

The Following Clause is for Department of Veterans Affairs accounts only:
852.232-72 Electronic submission of payment requests.

As prescribed in 832.7002-2, insert the following clause:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at *http://www.fsc.va.gov/einvoice.asp*.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (http://www.x12.org) includes additional information on EDI 810 and 811 formats.

(d) Invoice requirements. Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above. (End of clause)

SECTION C: SUBMISSION REQUIREMENTS:

At the time that proposals are due all offerors are required to submit the following information in writing:

C.1 EVIDENCE OF TECHNICAL QUALIFICATION

(a) General: Due to the critical nature of the electricity procured under this solicitation, the ability of the offeror to adhere to the commitments made in this contract is crucial. Offerors are required to submit the information outlined below so that the Government may make a relative determination of technical merits of the offeror without requesting additional information from an offeror.

(b) General Responsibility: The evidence of technical qualifications required below is in addition to the general responsibility criteria set forth in FAR 9.104. The Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

(c) Minimum Requirements: **Failure to meet any of the following minimum requirements may constitute a technically unacceptable offer.** For the purposes of this section C.1 paragraph (4), the experience of the parent or affiliate may be used to satisfy a portion of the requirements. Each offeror must provide evidence:

(1) That they are licensed by the appropriate state public utility commissions namely the Illinois Commerce Commission (ICC) and/or the Public Utility Commission of Ohio (PUCO) to provide electric supply to retail electric customers and are Electronic Data Interchange (EDI) and otherwise suitably qualified by the LDUs in which physical delivery will take place.

(2) That they possess a Federal Energy Regulatory Commission (FERC) power marketing license. Include FERC Docket No., Date of Application, and Date of Approval.

(3) That the offeror has firm transmission service agreements and/or network transmission agreements in the offeror's name with the PJM Interconnection (PJM) for the interconnection points between the LDU system and PJM to effect delivery to the Delivery Points of this contract.

(4) Offerors must specify in their technical proposal which pricing groups they will be bidding on.

(5) That the offeror possesses experience providing firm supply and firm transmission of electricity to at least ten (10) retail electric customers with peak annual demands in excess of 1,000 KW behind LDU's located within Illinois and/or Ohio during the past 12 months for each state they plan to bid on or possess experience providing firm supply and firm transmission of electricity to one customer per state with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW within the LDUs included in this solicitation for each state they plan to bid on. Offerors must provide the contact persons and telephone numbers for at least three (3) of the ten (10) electric customers provided for this item or the contact person and telephone number for the one customer with multiple accounts that in the aggregate exceeds a peak load of 15,000 KW for each of the states they plan to bid on. The same customer can be used for multiple states if the Offerors is serving load across multiple states in the utilities included in this solicitation for the same customer or customers.

(6) That the offeror has the financial wherewithal to execute and support the transaction contemplated herein throughout the term of the contract, and employs risk management measures related to providing retail electric supply and has developed plans to supply the energy required by this contract to the Delivery Point. Supply plans must specifically address steps that the offeror will be taking to minimize risk to the Government in the event of a wholesale supplier default and any protections the Government may be afforded in such event. In addition, Offerors must either provide proof of a current rating of A or better with Moody's or Standards and Poor's or a letter of credit or proof the firm can obtain a letter of credit (performance bonds, etc.) which provides assurance that the Offeror's firm has sufficient financial credit to hedge the volumes of electricity supply they

intend to bid on. In addition, Offerors that cannot provide proof of a current rating of A or better with Moody's or Standards and Poor's must provide their most recently audited financial statements. Such financial statements shall present the financial position, the results of operations, and cash flows in accordance with principles generally accepted in the United States of America. An auditor's opinion shall accompany the financial statements and such audit shall be conducted in accordance with auditing standards generally accepted in the United States of America.

(7) Provide a description of the type of renewable power that the offeror is proposing to meet the renewable power requirements of this solicitation and the independent third party auditor proposed to meet the requirements of Section A.12. This description must include a confirmation that the renewable power will come from renewable resources that have been placed in service on or after October 1, 2007 for the first contract year, on or after October 1, 2008 for the second contract year, October 1, 2009 for the third contract year (if applicable) and October 1, 2010 for the fourth contract year (if applicable).

(8) The offeror's DUNS number.

(9) A copy of offeror's SAM registration.

C.2 PRICE PROPOSAL

General. The Government is requesting pricing for terms of up to forty-eight (48) full monthly billing cycles. Offerors shall begin supply with the April 2018 meter read date for ComEd accounts, May 2018 for Duke Energy accounts and June 2018 for First Energy accounts. Any account start dates that deviate from these start dates will be noted on Exhibit 1. Offerors are required to offer a flat, firm fixed price per kWh for all pricing groups. The offered prices must remain constant for the full contract term. Offerors do not have to offer pricing for more than one pricing group.

Pricing Groups. The Government has divided its requirements into three (3) pricing groups. The rate offered for each pricing group must be the same for every account in the pricing group. The renewable power products offered to various pricing groups must comply with the provisions of Section A.12. See Exhibit 1 for estimated load requirements and account information.

Pricing Group 1 – ComEd Illinois - Fixed with Price with Capacity and Transmission Passed Through – 20% Renewable Power / 80% Conventional Power – Consolidated Billing. The Government requires a flat, firm fixed price per kWh to include all applicable taxes, credits, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation including, Auction Revenue Rights (ARRs), Marginal Loss Credits (MLCs), Transmission Limit Calculations (TLCs), and line losses, with the exception of capacity and network firm transmission service. **Capacity, Reliability Must Run (RMR), FERC Order 745 costs, and transmission service (NITS, RTEP, TEC and FTR) will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity and network transmission service will be the prices effective on the date of the offer and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity and/or transmission rates change and the effective date of the change.

Pricing Group 2 – Duke Energy Ohio - Fixed Price with Capacity Passed Through – 20% Renewable power / 80% Conventional power – Dual Billing. The Government requires a flat, firm fixed price per kWh to include all applicable taxes, credits, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including renewable portfolio standards (RPS), Auction Revenue Rights (ARRs), Marginal Loss Credits (MLCs), Transmission Limit Calculations (TLCs) and line losses, with the exception of capacity. **Capacity costs will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity will be the prices effective on the date of the offer and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity rates change and the effective date of the change.

Pricing Group 3– First Energy Ohio Fixed Price with Capacity Passed Through –20% Renewable power / 80% Conventional power – Dual Billing. The Government requires a flat, firm fixed price per kWh to include all applicable taxes, credits, fees, coordination costs, energy and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation, including renewable portfolio standards (RPS), Auction Revenue Rights (ARRs), Marginal Loss Credits (MLCs), Transmission Limit Calculations (TLCs) and line losses, with the exception of capacity. **Capacity and FERC Order 745 costs will be treated as pass through items in accordance with the terms and conditions of this contract.** The prices provided for capacity will be the prices effective on the date of the offer and will be adjusted by the Contractor from time to time to reflect the actual PJM tariff prices if any price changes occur. The Contractor shall provide notification to the Contracting Officer when applicable capacity rates change and the effective date of the change.

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities and figures shown in Exhibit 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. Since it is impossible to determine the precise quantities that will be needed during the contract term, the Contractor whose offer is accepted shall be obligated to furnish electricity sufficient to meet each facility's full electric requirements during the term of this contract.

(2) Capacity (UCAP) prices and volumes shall adjust every June 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current PJM capacity auction price for the respective PJM zone and PJM year. Transmission volumes and prices generally adjust every January 1 and will be treated as a pass through (i.e. cost reimbursement) item with the price reflecting the current LDU transmission rates. The Government, at its option, may fix capacity prices for some or all of the contract term via bilateral contract modification.

Capacity (UCAP) Cost – is defined as the required amount of UCAP for the Government as determined by the LDU applying the then current PJM guidelines. The price of capacity charged shall be the product of the RPM final zonal net load price, which may include a capacity performance product as determined by PJM and approved by FERC, (expressed in $/MW-day) and the Government's Unforced Capacity Obligation, multiplied by the number of days in the billing cycle for each account. The Unforced Capacity Obligation is equal to the Obligation Peak load times the Final RPM Zonal scaling factor times the Forecast Pool Requirement, as those terms are defined by PJM, for the relevant time period and zone in which the account is located. The UCAP Obligation is comprised of two scaling factors, the Final RPM Zonal Scaling Factor and the Daily Zonal Scaling Factor. For purposes of this solicitation, the formula to calculate UCAP is (Obligation Peak) * (Forecast Pool Requirement (FPR)) * (Final Zonal RPM Scaling Factor (SCL)) * (Daily Zonal Scaling Factor). Final zonal net load capacity prices are typically not established until shortly before (or on the 1st day) new Capacity rates become effective. The Contractor will provide the Government notification of capacity price changes and the effective date of such changes.

(3) Illinois Only - Network Integrated Transmission Service (NITS) Cost - is defined as the currently effective network integrated transmission rate as specified by the currently effective PJM OATT Tariff page for the applicable delivery zone (reference PJM Transmission Tariff Attachment H9 Annual Transmission Rates). NITS costs are the product of the Contractor's transmission capacity obligation associated with electric delivery to each of the Government's accounts as determined by the LDU, multiplied by the actual PJM average daily NITS charges stated in $/KW/day for the applicable delivery zone, multiplied by the number of days in the billing cycle for each account. Any applicable credits such as Transmission Enhancement Credits are to be applied against the monthly NITS charges. The price for NITS may change from time to time in order to pass through changes in the PJM OATT rate. Such NITS rate changes will be accomplished by contract modification.

(4) All costs to the facility up to the Local Distribution Utility's system are to be included in the energy prices submitted except as specified in this solicitation. All costs includes but is not limited to all applicable taxes and duties, fees, coordination costs, etc, as applicable.

(5) The Contractor will be responsible for all nominations and imbalance procedures and costs. Any costs or penalties incurred as a result of the Contractor's failure to deliver, nominate or balance will be the responsibility of the Contractor.

(6) The Government and the accounts included in this solicitation are exempt from local sales taxes. For Pricing Groups two (2) and three (3), offerors are instructed to include costs associated with Ohio Commercial Activity Tax (CAT), as applicable, in bid prices. The federal government is exempt for excise tax in both Illinois and Ohio. The Government will cooperate with the Contractor to complete any necessary tax exempt forms.

(7) The pricing submitted for all pricing groups shall be for metered usage at the LDU's meter(s) for each account.

(8) The offeror agrees to hold the prices in its price proposal firm until from the time prices are submitted on December 5, 2017 until 1:30 p.m. ET on December 5, 2017 for all pricing groups

(9) Offerors are instructed to pass through costs associated with the State of Illinois Renewable Portfolio Standard (RPS) for Pricing Group one (1). Offerors will be required to provide a per kWh estimate of IL RPS costs for contract year one (April 18 – April 19) to Dori Gjinko at Dori.Gjinko@enernoc.com no later than 10:00AM on December 4, 2017. This estimate will be non-binding but will provide the government with information to estimate pass-through charges associated with IL RPS for this pricing group.

(10) Offerors are instructed to include Ohio Renewable Portfolio Standard (RPS) costs in bid prices for Pricing Groups two (2) and three (3). If during the term of this contract a shift occurs where all Renewable Portfolio Standard (RPS) costs in Ohio are billed by the utilities instead of suppliers, GSA will require awarded suppliers to reduce their awarded per kWh fixed prices by the applicable factor associated with RPS compliance costs. This change would fall under Section A.16 Change of Regulation.

(11) This solicitation's renewable power content requirements are in addition to any renewable power required to comply with the States of Illinois and Ohio's renewable portfolio standards during the term of the contract(s).

(12) Offerors are instructed to include Auction Revenue Rights (ARRs) in the fixed energy price.

(13) Offerors are instructed to include Marginal Loss Credits (MLCs) in the fixed energy price.

(14) Offerors are instructed to include Transmission Limit Calculations (TLCs) in the fixed energy price.

(15) Offerors are instructed to treat costs for Regional Transmission Expansion Plan (RTEP), Transmission Enhancement Charge (TEC) and Financial Transmission Rights (FTR) as a pass-through transmission pricing charges for Pricing Group 1. These charges are not applicable for Pricing Groups 2 and 3 as they are the responsibility of the utility.

(16) Offerors are instructed not to include Reliability Must Run (RMR) costs in bid prices for Pricing Groups 1. RMR is not applicable for Pricing Groups 2 and 3.

(17) Offerors are instructed not to include costs associated with FERC Order 745 in bid prices for Pricing Groups 1 and 3 FERC Order 745 is not applicable for Pricing Group 2.

Attachment 4 - Price Component Confirmation Tables for all Pricing Groups are hereby included and incorporated into the terms and conditions of this solicitation and any resulting contract(s).

C.3 SUBMISSION OF PROPOSALS

In order to facilitate timely evaluation of offeror proposals, the Government will request and evaluate technical qualifications before submission of price proposals.

Offeror must submit one (1) original technical proposal with signatures on all documents as required. Evidence of Technical Qualification must be received no later than 2:00 p.m. ET on November 28, 2017. **E-mail, do not mail, submissions of the Evidence of Technical Capability to ken.shutika@gsa.gov.** Only e-mail submissions will be accepted and the e-mail must be marked as RFP GS-00P-18-BSD-1503. Note that GSA will not accept submissions via file servers or other means where GSA is required to download part or all of the technical proposal submission from the offeror's site or a third-party site.

The mailing address for any following up information requested by GSA once technical proposals have been submitted is:

GSA, Energy Division (PMA), Room #5118
1800 F Street, NW
Washington, DC 20405
Attn: Kenneth M. Shutika, Contracting Officer

Price Proposal: All pricing received as a result of this solicitation shall be submitted using an internet based auction transaction platform administered by EnerNOC on December 5, 2017. In accordance with the rules and mechanics of EnerNOC' auction platform, offerors will be allowed to offer and reoffer pricing until the close of the auction time for each pricing group and accompanying contract term. Auction instructions are detailed on the EnerNOC website: http://www.enernoc.com. The pricing format and the auction schedule can be found at the EnerNOC website.

Auction Schedule: The auction schedule for this solicitation will be posted at
https://www.exchange.enernoc.com/webportal/AnnouncementView.aspx?id=8125&view=1

Proposals must include the following in the order listed below:

a) Signed SF1449
b) Signed SF30 for each amendment, if applicable
c) Completed Attachment 3
d) Representations and Certifications (See Section E) if not in offeror's System for Award Management (www.sam.gov) profile.
e) Response to Evidence of Technical Capability items 1 - 9 (See Section C.1 for full description of information required).

CAUTION: OFFERORS ARE CAUTIONED THAT ANY AMENDMENTS MUST BE ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.

SECTION D: EVALUATION FACTORS FOR AWARD:

D.1 EVALUATION

The Government intends to award a contract(s) on the basis of the technically acceptable proposal(s) that that will result in the best value for the pricing groups included in this solicitation. Technically acceptable proposals will be those proposals that meet the requirements contained in Section C.1. To receive an award, prices received must be deemed fair and reasonable prices. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price and technical standpoint.

For the contract terms listed on Exhibit 1 and on the EnerNOC reverse auction platform for each pricing group, the Government will determine the offered price by using the EnerNOC reverse auction platform using the process outlined in Section C of the solicitation. For the purposes of evaluation, the Government is assuming that its Illinois and Ohio requirements will remain consistent with historical usage patterns over the contract terms being bid unless otherwise indicated.

In addition, the Government may, at its discretion and for any reason, choose not to make award or request that offerors reprice all or some of the solicitation's electric requirements at a later date via an amendment to the solicitation.

D.2 BASIS FOR AWARD

It is the intent of the Government to award a contract for each pricing group to the lowest price ($/kWh) (determined in accordance with Section D.1 above) received from an offeror for the requested contract term that meets the solicitation's qualifications provided that the price is deemed to be a fair and reasonable price. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price, capability, and responsibility standpoint.

D.3 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN

Depending upon the total dollar value of the resultant awarded contract(s) and the size status of the Contractor, the Contractor may be required to submit a subcontracting plan for small businesses in accordance with FAR Clause 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The Contractor's plan must be submitted within two (2) weeks of the award of this contract.

D.4 POST AWARD REQUIREMENT FOR SERVICE START DATE REPORTING

The winning Contractor(s) will be required to provide a spreadsheet clearly identifying each account number being served as a result of the contract award and the expected start date for each of these accounts. This spreadsheet will be due within twenty-five (25) calendar days after award of the contract.

ATTACHMENT 1 ATTESTATION FROM RENEWABLE ENERGY SUPPLIER

I, (print name and title)_____, declare under penalty of perjury,

on behalf of (name of renewable power/REC provider)_____, that

1) all the renewable power/RECs sold under this GSA Contract No. GS-00P-18-BSD-1503 were generated by eligible renewable energy generators as defined by this Contract;
2) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable power/RECs purchased under this GSA Contract No. GS-00P-18-BSD-1503 were transferred to the Government;
3) the renewable attributes represented by the renewable power/RECs were not sold, marketed or otherwise claimed by a third party; and
4) the renewable attributes comply with the vintage requirements contained in Section A.12 of the contract.

Name of renewable power/REC product:

- _____
- _____
- _____

I further declare that statements listed above are true and correct, that the renewable power/RECs claimed for the product were sold once and only once, and that the electrical energy that was generated with the renewable power/RECs claimed was not sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate. As an authorized agent of the aforementioned Company, I have authority to submit this report on the company's behalf.

_____ _____

Signature Date
Renewable Power/REC Provider

GENERATOR REGISTRATION FORM AND ATTESTATION

Facility Information

Name of Facility:_____

Address of Facility:_____

Facility ID Number[1]:_____ EIA or QF? (circle one)

Contact Person:_____ Title:_____

Telephone:_____ Fax:_____

Fuel Type	Capacity* (MW)	MWh/RECs Sold	Date Facility First Operational		Period of Delivery (Q#/yy or mm/yy)**
Biomass _____ *(indicate fuel type)*					
Geothermal					
Landfill Gas/ Digester Gas					
Wind					
Solar electric					
Hydroelectric Ocean Waste-to-Energy					

* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.
** List as separate line items MWh for each month or quarter.

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[1] Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number.

Declaration:

I, (print name and title)_____,
declare under the penalty of perjury, that the information provided on this form is true and correct to the best of my knowledge.

Further, I declare that the (indicate) ___ renewable megawatt hours/ ___ renewable attributes listed above were sold exclusively to (name of renewable power/REC provider) _____.
Further, I declare that 1) all the renewable attributes, including any emissions reduction credits or emissions allowances which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, represented by the renewable electricity generation listed below were transferred to the renewable power/REC provider above, 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

Further, I declare that the facilities that generated all of the (indicate) ___ renewable kilowatt hours/ ___ renewable attributes sold to (name of renewable power/REC supplier) are listed above by fuel type.

As an authorized agent of (generating company name) _____.
I attest that the above statements are true and correct.

Signature:_____Date:_____

This form is used by Government to verify the accuracy of claims made by retail marketers.

ATTACHMENT 2 RENEWABLE POWER/RENEWABLE ENERGY CERTIFICATE NOTIFICATION

(Contractor Name) certifies that Renewable Power/Renewable Energy Certificates in the amounts described below, associated with power generation from the Renewable Resource(s) listed below, have been provided to the Government in accordance with the terms of Contract No. GS-00P-18-BSD-1503 for the period **(Insert Dates)**. The Renewable Power/Renewable Energy Certificate(s) provided to Government include emissions, and other environmental characteristics associated with renewable resources. The Renewable Energy Certificate(s) do not include energy, capacity, or other attributes of electrical power. **(Contractor Name)** represents and warrants that the environmental attributes, including any attendant emission credits which are specifically owned by or to which the renewable power/REC generator is otherwise entitled to convey, that are the subject of this Notification have not been sold, reserved, or conveyed to any party other than Government and that the electric power generated in association with this/these Renewable Power/Renewable Energy Certificate(s) has not been represented to retain or possess such attributes. The Renewable Power/Renewable Energy Certificate(s) that are the subject of this Notification are based upon the generation of electricity from **(Insert type of Renewable Resource(s))** at **(Insert Source Facility Location(s))** The total amount of Renewable Power/Renewable Energy Certificates covered by this Notification is: **(Insert Quantity conveyed in MWhs.**

Insert company name, representative name, signature (typed/printed) and date

ATTACHMENT 3: CONTRACTOR INFORMATION

1. COMPANY:

COMPANY NAME: Agera Energy LLC
ADDRESS:
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

Telephone Number: 914-205-5834
Fax Number:
E-Mail Address:

DUNS Number (SAM) 079-334-523
Tax Identification Number (TIN): 46-5028122
CAGE CODE: 7KE85

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2. POINT OF CONTACT INFORMATION:

A. For CONTRACT ADMINISTRATION:

Name: Luke Illiano
Address:
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

E-Mail Address: lilliano@ageraenergy.com
Phone:
FAX:

B. For REMITTANCE

Name: Erica Peterson
Address:
555 Pleasantville RD S 107
Briarcliff Manor NY 10510

E-Mail Address:accountsreceivable@ageraenergy.com
Phone:
FAX:

ATTACHMENT 4: PRICE COMPONENT CONFIRMATION TABLE

Pricing Group 1 - Comed; Fixed w Cap & Tran Pass Through

Component		Include in Bid Price?
Energy Commodity Costs	Fixed	Yes
Minimum of +/- 15% annual bandwidth based on the aggregated usage of pricing group	Fixed	Yes
Ancillary Services and other ISO Costs (OATT Tariff, Operating Reserves, Administrative Fees)	Fixed	Yes
Balancing and Congestion Costs	Fixed	Yes
Line Losses	Fixed	Yes
EnerNOC Fee @ $.0007 per kWh	Fixed	Yes
Renewable Energy Credits (RECs) that comply with Section A.12 of the GSA solicitation	Fixed	Yes
Auction Revenue Rights (ARRs)	Fixed	Yes
Marginal Loss Credits (MLCs)	Fixed	Yes
Transmission Limit Calculations (TLCs)	Fixed	Yes
IL Renewable Portfolio Standards (RPS) compliance costs	Pass Through at cost	No
Capacity (UCAP)	Pass Through at cost	No
Transmission costs (including NITS, RTEP,TEC, FTR)	Pass Through at cost	No
Reliability Must Run (RMR)	Pass Through at cost	No
FERC Order 745 compliance costs	Pass Through at cost	No

Pricing Group 2 - OH Duke; Fixed w Capacity Pass Through

Component		Include in Bid Price?
Energy Commodity Costs	Fixed	Yes
Minimum of +/- 15% annual bandwidth based on the aggregated usage of pricing group	Fixed	Yes
Ancillary Services and other ISO Costs (OATT Tariff, Operating Reserves, Administrative Fees)	Fixed	Yes
Balancing and Congestion Costs	Fixed	Yes
Line Losses	Fixed	Yes
EnerNOC Fee @ $.0007 per kWh	Fixed	Yes
Renewable Energy Credits (RECs) that comply with Section A.12 of the GSA solicitation	Fixed	Yes
Auction Revenue Rights (ARRs)	Fixed	Yes
Marginal Loss Credits (MLCs)	Fixed	Yes
Transmission Limit Calculations (TLCs)	Fixed	Yes
OH Renewable Portfolio Standards (RPS) compliance costs	Fixed	Yes
Ohio Commercial Activity Tax (CAT)	Fixed	Yes
Capacity (UCAP)	Pass Through at cost	No
Transmission costs (including NITS, RTEP,TEC, FTR)	N/A (Utility)	No
Reliability Must Run (RMR)	N/A (Utility)	No
FERC Order 745 compliance costs	N/A (Utility)	No

Pricing Group 3 - OH FES Fixed w Capacity Pass Through

Component		Include in Bid Price?
Energy Commodity Costs	Fixed	Yes
Minimum of +/- 15% annual bandwidth based on the aggregated usage of pricing group	Fixed	Yes
Ancillary Services and other ISO Costs (OATT Tariff, Operating Reserves, Administrative Fees)	Fixed	Yes
Balancing and Congestion Costs	Fixed	Yes
Line Losses	Fixed	Yes
EnerNOC Fee @ $.0007 per kWh	Fixed	Yes
Renewable Energy Credits (RECs) that comply with Section A.12 of the GSA solicitation	Fixed	Yes
Auction Revenue Rights (ARRs)	Fixed	Yes
Marginal Loss Credits (MLCs)	Fixed	Yes
Transmission Limit Calculations (TLCs)	Fixed	Yes
OH Renewable Portfolio Standards (RPS) compliance costs	Fixed	Yes
Ohio Commercial Activity Tax (CAT)	Fixed	Yes
Capacity (UCAP)	Pass Through at cost	No
Transmission costs (including NITS, RTEP,TEC, FTR)	N/A (Utility)	No
Reliability Must Run (RMR)	N/A (Utility)	No
FERC Order 745 compliance costs	Pass Through at cost	No