GSA Public Buildings Service

December 7, 2016

Mr. David T. Donat
Vice President Retail Operations
Constellation NewEnergy, Inc.
1310 Point Street
Baltimore, MD 21231

RE: Award of Contract No. GS-00-P-17-PD-D-0030 for electric power supply to the Pricing Groups 1, 5, 6 and 7 included in GSA New England Solicitation

Dear Mr. Donat:

We are pleased to inform you that Constellation NewEnergy, Inc. (Constellation) has offered the lowest price for the accounts included in Pricing Groups 1, 5, 6 and 7 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-0030 to Constellation at your offered prices for Pricing Groups 1, 5, 6 and 7. For Groups 1, 6 and 7, Capacity, RPS, Winter Reliability and FERC Order 745 charges will be treated as pass-through pricing elements per the contract terms. Pricing Group 5 passes through all pricing elements except the Supply Service Fee. For Pricing Group 5, the 20% renewable power component will be fixed at $0.00014/kWh for the term of the contract rather than being a variable pass-through item.

Contract Pricing($/kWh)	On Peak	Off Peak	Supply Service Fee
Pricing Group 1 (CT)	$0.05788	$0.04053	$0.00351
Pricing Group 5 (ME Index)			$0.00099
Pricing Group 6 (NH)	$0.06181	$0.04441	$0.00329
Pricing Group 7 (RI)	$0.05770	$0.04056	$0.00346

Pricing Groups 1, 5, 6 and 7 also contain a 20% renewable power content which will be Green-e certified NewMix wind RECs. The contract start date is the March 2017 meter read date (MRD) for all accounts. We estimate that the annual contract volume will be 105,683 MWhs and the total contract volume will be approximately 422,733 MWhs. The contract also has a six (6) month extension period available. Bills for electric supply will be separately rendered by Constellation. We plan to schedule a meeting between Constellation and the agencies in the buy soon to facilitate delivery order placement and billing.

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

Sincerely,

[redacted] (b)(6)

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 42	
2. CONTRACT NO. GS-00-P-17-PD-D-0030	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 33EGO FACILITY CODE
Constellation NewEnergy, Inc.
1310 Point Street
Baltimore, MD 21231
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 Groups 1, 5, 6 and 7 (CT, ME, NH, & RI) TOTAL (Attach Additional Sheets as Necessary)	See Exhibit 1	kWh	- See award letter	- TBD

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:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
[redacted] (b)(6)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
David Donat- VP Retail Operations

30c. DATE SIGNED
11/8/2016

31a. [redacted] (b)(6)

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Kenneth M. Shutika

31c. DATE SIGNED
12/7/16

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

JPM|CB 11/8/16

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)*

Constellation NewEnergy, Inc.
1310 Point Street
Baltimore, MD 21231

CODE 33EGO FACILITY CODE

(X) 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.

(☒) 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)* David Donat- VP Retail Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Kenneth M. Shutika Energy Management Officer	
15B. CONTRACTOR/OFFEROR [redacted] (b)(6)	15C. DATE SIGNED 11/8/2016	16B. UNITED STATES OF AMERICA [redacted] (b)(6)	16C. DATE SIGNED 12/7/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
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Prescribed by GSA
FAR (48 CFR)

JRU/CB 11/8/16

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)
0002	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)
Constellation NewEnergy, Inc.
1310 Point Street
Baltimore, MD 2132

CODE 33EGO FACILITY CODE

(X) 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.

(☒) 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)	
David Donat- VP Retail Operations		Kenneth M. Shutika Energy Management Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[redacted] (b)(6)	12/7/2016	[redacted] (b)(6)	12/7/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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JRM/CB
12/6/16

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)
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)
Constellation NewEnergy, Inc.
1310 Point Street
Baltimore, MD 21232

CODE 33EGO FACILITY CODE

(X) 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.

(☒)
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)	
David Donat - VP Retails Operations		Kenneth M. Shutika Energy Management Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[redacted] (b)(6)	12/7/2016	[redacted] (b)(6)	12/7/16

NSN 7540-01-152-8070
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12/6/16

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0002 4	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)*
Constellation NewEnergy, Inc.
1310 Point Street
Baltimore, MD 21232

CODE 33EGO FACILITY CODE

(X) 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.

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.

(X) 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)* David Donat- VP Retail Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Kenneth M. Shutika Energy Management Officer	
15B. CONTRACTOR/OFFEROR [redacted] (b)(6)	15C. DATE SIGNED 12/7/2016	16B. UNITED STATES OF AMERICA [redacted] (b)(6)	16C. DATE SIGNED 12/7/16

NSN 7540-01-152-8070
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12/6/16

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 11/30/2016	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)*

Constellation NewEnergy, Inc.
1310 Point Street
Baltimore, MD 21231

CODE 33EGO FACILITY CODE

(X) 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.

(☒) 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)* David Donat- VP Retail Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Kenneth M. Shutika Energy Management Officer	
15B. CONTRACTOR/OFFEROR [redacted] (b)(6)	15C. DATE SIGNED 12/2/2016	16B. UNITED STATES OF AMERICA [redacted] (b)(6)	16C. DATE SIGNED 12/7/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Computer Generated
Prescribed by GSA
FAR (48 CFR)

JPH/CB 12/2/16

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)*
Constellation NewEnergy, Inc.
1310 Point Street
Baltimore, MD 21232

CODE 33EGO FACILITY CODE

(X) 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.
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.

(X) 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)* David Donat- VP Retail Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Kenneth M. Shutika Energy Management Officer	
15B. CONTRACTOR/OFFEROR [redacted] (b)(6)	15C. DATE SIGNED 12/7/2016	16B. UNITED STATES OF AMERICA [redacted] (b)(6)	16C. DATE SIGNED 12/7/16

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
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FAR (48 CFR)

JPM/CB
12/6/16

Pricing Group	Pricing Product	Start Date (Fir:	State	Utility	Agency	Business Name	Utility Account #	Values Sum of Annual kWh
1	Block & Index	Mar-17	CT	CL&P	GSA	Cotter Federal Bldg. CT0013ZZ	51894932086	1,059,897
						Ribicoff Federal Bldg. CT0053ZZ	51420802084	2,588,160
						Torrington SSA CT0060ZZ	51688872043	49,621
					USBP	Danbury FCI	51014733018	18,735
							51045733060	23,867
							51114733017	5,684
							51207733072	4,874
							51310353065	3,880
							51333833002	5,059
							51433833001	13,944
							51562733022	9,676
							51570323089	3,657,064
							51662733021	6,119
							51679833087	61,080
							51718153075	83,932
							51718943079	70,440
							51739733038	11,465
							51762733020	9,147
							51769733080	13,024
							51839733037	4,654
							51869733089	11,291
							51939733036	14,647
					VA	Danbury	51758453005	31,880
						Newington Campus	51865223085	6,586,773
						Waterbury	51377863097	17,615
						Willimantic	51790916035	53,676
				United Illuminating	GSA	Brien McMahon FB&CH CT0059ZZ	2170062131020	1,156,800
						FBI Lease in New Haven CT3375ZZ	1141010307002	2,038,560
							1141010312002	-
						Giaimo Federal Bldg CT0061ZZ	3000000002537	1,936,200
						Lee Federal Court House CT0024ZZ	1140035934020	848,160
					VA	West Haven Campus	3000000023133	103,054
						West Haven Campus Bldg	1240022744020	388,200
							1260045984020	24,643,500
							3000000001246	245,200
						West Haven Campus Bldg 11	1241000631001	69,760
1 Total								**45,845,638**

PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	4.5	320,000	1,440,000
Feb	4.5	320,000	1,440,000
Jul	6.5	320,000	2,080,000
Aug	6.5	368,000	2,392,000
Dec	4.6	352,000	1,619,200

OFF-PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	3.3	424,000	1,399,200
Feb	3.3	352,000	1,161,600
Jul	4.6	424,000	1,950,400
Aug	4.9	376,000	1,842,400
Dec	3.3	392,000	1,293,600

BLOCK & INDEX ALLOCATIONS

Pricing Group	Utility	Agency Name	Business Name	Account Number	PoD ID	Account kWh	Account %	January		February		July		August		December	
								Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak	Peak	Off-Peak
1	CL&P	General Services Admin.	Cotter Federal Bldg. CT0013ZZ	51894932086	N/A	1,059,897	2.31%	33,291	32,348	33,291	26,955	48,087	45,091	55,900	42,594	37,434	29,907
1	CL&P	General Services Admin.	Torrington SSA CT0060ZZ	51688872043	N/A	49,621	0.11%	1,559	1,514	1,559	1,257	2,251	2,111	2,589	1,994	1,753	1,400
1	*CL&P*	*Veterans Administration*	*Newington Campus*	*51865223085*	*N/A*	*6,586,773*	*14.37%*	*28,964*	*28,144*	*28,964*	*23,365*	*41,838*	*39,231*	*48,113*	*37,058*	*32,569*	*26,020*
1	CL&P	Veterans Administration	Danbury	51758453005	N/A	31,880	0.07%	1,001	973	1,001	808	1,446	1,356	1,663	1,281	1,126	900
1	CL&P	Veterans Administration	Willimantic	51790916035	N/A	53,676	0.12%	1,686	1,638	1,686	1,360	2,435	2,284	2,801	2,157	1,896	1,515
1	CL&P	Veterans Administration	Waterbury	51377863097	N/A	17,615	0.04%	553	538	553	446	799	749	919	708	622	497
1	CL&P	General Services Admin.	Ribicoff Federal Bldg. CT0053ZZ	51420802084	N/A	2,588,160	5.65%	81,293	78,990	81,293	65,577	117,424	110,107	135,037	104,010	91,410	73,029
1	CL&P	US Bureau of Prisons	Danbury FCI	51570323089	N/A	3,657,064	7.98%	114,867	111,613	114,867	92,660	165,920	155,582	190,808	146,967	129,162	103,189
1	CL&P	US Bureau of Prisons	Danbury FCI	51662733021	N/A	6,119	0.01%	192	187	192	155	228	260	319	246	216	173
1	CL&P	US Bureau of Prisons	Danbury FCI	51679833087	N/A	61,080	0.13%	1,919	1,864	1,919	1,548	2,771	2,599	3,187	2,455	2,157	1,723
1	CL&P	US Bureau of Prisons	Danbury FCI	51718153075	N/A	83,932	0.18%	2,636	2,562	2,636	2,127	3,808	3,571	4,379	3,373	2,964	2,368
1	CL&P	US Bureau of Prisons	Danbury FCI	51718943079	N/A	70,440	0.15%	2,213	2,150	2,213	1,785	3,196	2,992	3,675	2,831	2,488	1,988
1	CL&P	US Bureau of Prisons	Danbury FCI	51739733038	N/A	11,465	0.03%	360	350	360	290	520	488	598	461	405	324
1	CL&P	US Bureau of Prisons	Danbury FCI	51762733020	N/A	9,147	0.02%	287	279	287	232	415	389	477	368	323	258
1	CL&P	US Bureau of Prisons	Danbury FCI	51769733080	N/A	13,024	0.03%	409	397	409	330	591	554	680	523	460	367
1	CL&P	US Bureau of Prisons	Danbury FCI	51839733037	N/A	4,654	0.01%	146	142	146	118	211	198	243	187	164	131
1	CL&P	US Bureau of Prisons	Danbury FCI	51869733089	N/A	11,291	0.02%	355	345	355	286	512	480	589	454	398	319
1	CL&P	US Bureau of Prisons	Danbury FCI	51939733036	N/A	14,647	0.03%	460	447	460	371	665	623	764	589	517	413
1	CL&P	US Bureau of Prisons	Danbury FCI	51014733018	N/A	18,735	0.04%	588	572	588	475	850	797	978	753	662	529
1	CL&P	US Bureau of Prisons	Danbury FCI	51045733060	N/A	23,867	0.05%	750	728	750	605	1,083	1,015	1,245	959	843	673
1	CL&P	US Bureau of Prisons	Danbury FCI	51114733017	N/A	5,684	0.01%	129	178	129	144	258	242	297	228	201	160
1	CL&P	US Bureau of Prisons	Danbury FCI	51207733072	N/A	4,874	0.01%	153	149	153	123	221	207	254	196	172	138
1	CL&P	US Bureau of Prisons	Danbury FCI	51310353065	N/A	3,880	0.01%	122	118	122	98	176	165	202	156	137	109
1	CL&P	US Bureau of Prisons	Danbury FCI	51333833002	N/A	5,059	0.01%	159	154	159	128	230	215	264	203	179	143
1	CL&P	US Bureau of Prisons	Danbury FCI	51433833001	N/A	13,944	0.03%	438	426	438	353	633	593	728	560	492	393
1	CL&P	US Bureau of Prisons	Danbury FCI	51562733022	N/A	9,676	0.02%	304	295	304	245	439	412	505	389	342	273
1	UI	General Services Admin.	Brien McMahon FB&CH CT0059ZZ	2170062131020	010-0000054-2935	1,156,800	2.52%	36,335	35,305	36,335	29,310	52,484	49,213	60,356	46,488	40,956	32,641
1	UI	General Services Admin.	Giaimo Federal Bldg CT0061ZZ	3000000002537	010-0000482-3422	1,936,200	4.22%	60,816	59,092	60,816	49,058	87,845	82,371	101,021	77,810	68,384	54,633
1	UI	General Services Admin.	Lee Federal Court House CT0024ZZ	1140035934020	010-0000277-6994	848,160	1.85%	26,640	25,886	26,640	21,490	38,481	36,083	44,253	34,085	29,956	23,932
1	UI	General Services Admin.	FBI Lease in New Haven CT3375ZZ	1141010307002	010-0000387-1588	2,038,560	4.45%	64,031	62,216	64,031	51,651	92,489	86,726	106,362	81,924	71,999	57,521
1	UI	General Services Admin.	FBI Lease in New Haven CT3375ZZ	1141010312002	010-0000387-1661	0	0.00%	0	0	0	0	0	0	0	0	0	0
1	*UI*	*Veterans Administration*	*West Haven Campus Bldg*	*1260045984020*	*010-0000115-3195*	*24,643,500*	*53.75%*	*193,512*	*188,029*	*193,512*	*156,099*	*279,517*	*262,101*	*321,444*	*247,587*	*217,593*	*173,830*
1	UI	Veterans Administration	West Haven Campus Bldg 11	1241000631001	010-0000347-6701	69,760	0.15%	2,191	2,129	2,191	1,768	3,165	2,968	3,640	2,803	2,464	1,968
1	UI	Veterans Administration	West Haven Campus Bldg	1240022744020	010-0000323-2633	388,200	0.85%	12,193	11,848	12,193	9,836	17,612	16,515	20,254	15,601	13,711	10,954
1	UI	Veterans Administration	West Haven Campus Bldg	3000000001246	010-0000460-1364	245,200	0.53%	7,702	7,483	7,702	6,213	11,125	10,431	12,793	9,854	8,660	6,919
1	UI	Veterans Administration	West Haven Campus	3000000023133	010-0000865-1209	101,054	0.22%	3,237	3,145	3,237	2,611	4,676	4,384	5,377	4,141	3,640	2,908
						45,845,638	100.00%	681,541	662,231	681,541	549,776	984,448	923,109	1,132,115	871,994	766,355	612,251

*These accounts are forecasting a reduction due to CHP 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.

-Newington VA = 86% reduction

-West Haven VA = 75% reduction

Pricing Group	Pricing Product	Start Date (Fir:	State	Utility	Agency	Business Name	Utility Account #	Values Sum of Annual kWh
5	Full Index	Mar-17	ME	CMP	VA	Togus VAMC	02110037538011	13,432,800
5 Total								**13,432,800**

Pricing Group	Pricing Product	Start Date (Fir:	State	Utility	Agency	Business Name	Utility Account #	Values Sum of Annual kWh
6	Block & Index	Mar-17	NH	PSNH	Dept of Sta	Department of State	80019370321	823,400
							80020130219	1,267,800
							80052780287	2,470,800
					GSA	McIntyre FB NH0036ZZ	80007130117	829,426
						Norris Cotton Federal Building NH0037ZZ	80000610222	802,800
					USAF	New Boston AFS	80000430126	5,083,332
					USBP	Berlin FCI	56333561074	29,746
							80053830172	8,539,897
					VA	Manchester Medical Center	80001490343	7,087,520
				Unitil - NH	GSA	JC Cleveland Federal Bldg. NH0030ZZ	1019673-1067230	975,744
						Rudman Court House NH0038ZZ	1019673-1017570	1,671,464
6 Total								29,581,929

PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	3.5	320,000	1,120,000
Feb	3.4	320,000	1,088,000
Jul	3.5	320,000	1,120,000
Aug	2.3	368,000	846,400
Dec	3.3	352,000	1,161,600

OFF-PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	2.6	424,000	1,102,400
Feb	2.6	352,000	915,200
Jul	2.6	424,000	1,102,400
Aug	1.7	376,000	639,200
Dec	2.4	392,000	940,800

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
6	PSNH	General Services Admin.	Norris Cotton Federal Building NH0037ZZ	80000610222	802,800	2.71%	30,395	29,917	29,526	24,837	30,395	29,917	22,970	17,347	31,524	25,532
6	PSNH	General Services Admin.	McIntyre FB NH0036ZZ	80007130117	829,426	2.80%	31,403	30,909	30,506	25,661	31,403	30,909	23,732	17,922	32,569	26,378
6	PSNH	Dept of State	Department of State	80020130219	1,267,800	4.29%	48,000	47,246	46,629	39,223	48,000	47,246	36,274	27,394	49,783	40,320
6	PSNH	Dept of State	Department of State	80019370321	823,400	2.78%	31,175	30,685	30,284	25,474	31,175	30,685	23,559	17,792	32,333	26,187
6	PSNH	Dept of State	Department of State	80052780287	2,470,800	8.35%	93,547	92,077	90,874	76,441	93,547	92,077	70,695	53,389	97,021	78,579
6	PSNH	US Bureau of Prisons	Berlin FCI	80053830172	8,539,897	28.87%	323,329	318,248	314,091	264,206	323,329	318,248	244,344	184,528	335,338	271,596
6	PSNH	US Bureau of Prisons	Berlin FCI	56333561074	29,746	0.10%	1,126	1,109	1,094	920	1,126	1,109	851	643	1,168	946
6	Unitil	General Services Admin.	Rudman Court House NH0038ZZ	1019673-1017570	1,671,464	5.65%	63,283	62,289	61,475	51,711	63,283	62,289	47,824	36,117	65,634	53,158
6	Unitil	General Services Admin.	JC Cleveland Federal Bldg. NH0030ZZ	1019673-1067230	975,744	3.30%	36,943	36,362	35,887	30,187	36,943	36,362	27,918	21,084	38,315	31,032
6	PSNH	New Boston Air Force Base	New Boston Air Force Base	80000430126	5,083,332	17.18%	192,460	189,485	186,961	157,267	192,460	189,435	145,445	109,840	199,608	161,666
6	*PSNH*	*Veterans Administration*	*Manchester Medical Center*	*80001490343*	*7,087,520*	*23.96%*	*173,616*	*170,888*	*168,656*	*141,869*	*173,616*	*170,888*	*131,204*	*99,085*	*180,065*	*145,838*
					29,581,929	100.00%	1,025,276	1,009,164	995,982	837,797	1,025,276	1,009,164	774,816	585,140	1,063,358	861,232

*This account is forecasting a 35.3% reduction due to a CHP project - therefore, the block amounts for this account have been reduced by 35.3%. This is why the total monthly block sizes for all accounts do not quite add up to the Block Chart above.

Pricing Group	Pricing Product	Start Date (Fir:	State	Utility	Agency	Business Name	Utility Account #	Values Sum of Annual kWh
7	Block & Index	Mar-17	RI	NGRID	GSA	Pastore Federal Building RI0010ZZ	5076068002	874,560
						Providence Federal Court House RI0009ZZ	6323445009	874,000
					VA	Davis Park	3962721010	79,520
							5209233013	65,535
							5209249011	150,104
						Davis Park -	8949356010	27,700
						Davis Park - Regent Avenue	7794378007	3,149
						Davis Park - Wolcott Street	2813083002	468,160
						Department of Veterans Affairs	6396290016	114,640
						The Vets Center	2716558013	53,831
						VA Medical Center Davis Park	7794457003	13,898,000
						Veterans Medical Center	7702046014	63,109
						Veterans Medical Center	5209248014	84,055
							6455831013	66,413
7 Total								16,822,776

PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	1.4	320,000	448,000
Feb	1.4	320,000	448,000
Jul	2.2	320,000	704,000
Aug	2.1	368,000	772,800
Dec	1.4	352,000	492,800

OFF-PEAK BLOCK DETAIL			
Month	MW Blocked	1 Block (kWh)	Total Blocked kWh
Jan	1.1	424,000	466,400
Feb	1.1	352,000	387,200
Jul	1.6	424,000	678,400
Aug	1.6	375,000	600,000
Dec	1.1	392,000	431,200

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
7	NGRID	Veterans Administration	Davis Park - Wolcott Street	2813083002	468,160	2.78%	12,467	12,929	12,467	10,775	19,592	18,879	21,506	16,697	13,714	12,000
7	NGRID	Veterans Administration	Davis Park - Regent Avenue	7794378007	3,149	0.02%	84	87	84	72	132	127	145	112	92	81
7	NGRID	Veterans Administration	Davis Park -	8949356010	27,700	0.16%	738	768	738	638	1,159	1,117	1,272	988	811	710
7	NGRID	Veterans Administration	Davis Park	5209249011	150,104	0.89%	3,997	4,162	3,997	3,455	6,282	6,053	6,895	5,354	4,397	3,847
7	NGRID	Veterans Administration	Davis Park	5209233013	65,535	0.39%	1,745	1,817	1,745	1,508	2,743	2,648	3,011	2,337	1,920	1,680
7	NGRID	Veterans Administration	Davis Park	3962721010	79,520	0.47%	2,118	2,205	2,118	1,830	3,328	3,207	3,653	2,836	2,329	2,038
7	NGRID	Veterans Administration	The Vets Center	2716558013	53,831	0.32%	1,434	1,492	1,434	1,239	2,253	2,171	2,473	1,920	1,577	1,380
7	NGRID	Veterans Administration	Veterans Medical Center	5209248014	84,055	0.50%	2,238	2,330	2,238	1,935	3,518	3,390	3,861	2,998	2,462	2,154
7	NGRID	Veterans Administration	Department of Veterans Affairs	6396290016	114,640	0.68%	3,053	3,178	3,053	2,639	4,797	4,623	5,266	4,089	3,358	2,938
7	NGRID	Veterans Administration	Veterans Medical Center	6455831013	66,413	0.39%	1,769	1,841	1,769	1,529	2,779	2,678	3,051	2,369	1,945	1,702
7	NGRID	Veterans Administration	Veterans Medical Center	7702046014	63,109	0.38%	1,681	1,750	1,681	1,453	2,641	2,545	2,899	2,251	1,849	1,618
7	NGRID	General Services Admin.	Providence Federal Court House RI0009ZZ	6323445009	874,000	5.20%	23,275	24,231	23,275	20,116	36,575	35,245	40,150	31,192	25,603	22,402
7	NGRID	General Services Admin.	Pastore Federal Building RI0010ZZ	5076068002	874,560	5.20%	23,290	24,247	23,290	20,129	36,599	35,268	40,126	31,192	25,619	22,417
7	NGRID	Veterans Administration	VA Medical Center Davis Park	7794457003	13,898,000	82.61%	370,112	385,318	370,112	319,882	581,604	560,455	638,442	495,685	407,123	356,232
					16,822,776	100%	448,000	466,400	448,000	387,200	704,000	678,400	772,800	600,000	492,800	431,200

Constellation
An Exelon Company

CONFIDENTIAL
Confidential Treatment requested in accordance with the Freedom of Information Act.

(b)(4)

[redacted]

(b)(4)

[redacted]

(b)(4)

[redacted]

Constellation.

(b)(4)

[redacted]

Table of Contents

SECTION A: SCOPE OF WORK 4
A.1 GENERAL 4
A.2 DELIVERY POINT 4
A.3 NOMINATING AND BALANCING RESPONSIBILITIES 5
A.4 CREDIT FOR DEFAULT SUPPLY SERVICE 5
A.5 RISK OF LOSS 5
A.6 PROTECTION OF CONTRACT INFORMATION 5
A.7 PAYMENT AND BILLING 5
A.8 ANTI-DEFICIENCY 5
A.9 AUTHORIZED USERS 6
A.10 ADDING AND DELETING FACILITIES TO THIS CONTRACT 6
A.11 EXTENSION PROVISIONS 6
A.12 RENEWABLE POWER FOR FACILITIES IN THIS CONTRACT 6
A.13 LOAD CHANGES DURING THE TERM OF THE CONTRACT 8
A.14 SPECIAL CONTRACT TERMINATION - LIQUIDATION OF CONTRACT POSITION 8
A.15 TAXES 8
A.16 CHANGE OF REGULATION 9
A.17 CONTRACT ADMINISTRATION 9
A.18 AUCTION PROCESS FOR PRICING USING EnerNOC 9
A.19 ADMINISTRATIVE FEES 10
A.20 DAMAGES FOR MISSING CONTRACT START DATE 10
A.21 MARKETING RECS FOR CONTRACT ACCOUNTS 10
A.22 LIMITATION OF LIABILITY 10
SECTION B: FEDERAL ACQUISITION REGULATION (FAR) CLAUSES 11
B.1 CLAUSES INCORPORATED BY REFERENCE 11
B.2 CLAUSES IN FULL TEXT 12
SECTION C: SUBMISSION REQUIREMENTS: 21
C.1 EVIDENCE OF TECHNICAL QUALIFICATION 21
C.2 PRICE PROPOSAL 23
C.3 SUBMISSION OF PROPOSALS 27
C.4 PRE-BID CONFERENCE CALL 28
SECTION D: EVALUATION FACTORS FOR AWARD: 29
D.1 EVALUATION 29
D.2 BASIS FOR AWARD 30
D.3 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN 30
D.4 POST AWARD REQUIREMENT FOR SERVICE START DATE REPORTING 30
SECTION E: REPRESENTATIONS AND CERTIFICATION 31
ATTACHMENT 1 ATTESTATION FROM RENEWABLE ENERGY SUPPLIER 40
ATTACHMENT 2 RENEWABLE POWER/RENEWABLE ENERGY CERTIFICATE NOTIFICATION 43

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=YLyZC7WjMlk%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.

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-1231 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-1231 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-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