

Charting a Course to Energy Independence

**Providence, RI
August 9-12, 2009**

**Energy Savings Performance Contract
(ESPC) Task Orders**

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Objectives

- Learn how to plan your energy conservation project.
- Utilize the enabling legislation.
- Become familiar with the Department of Energy's Indefinite Delivery Indefinite Quantity contract process.



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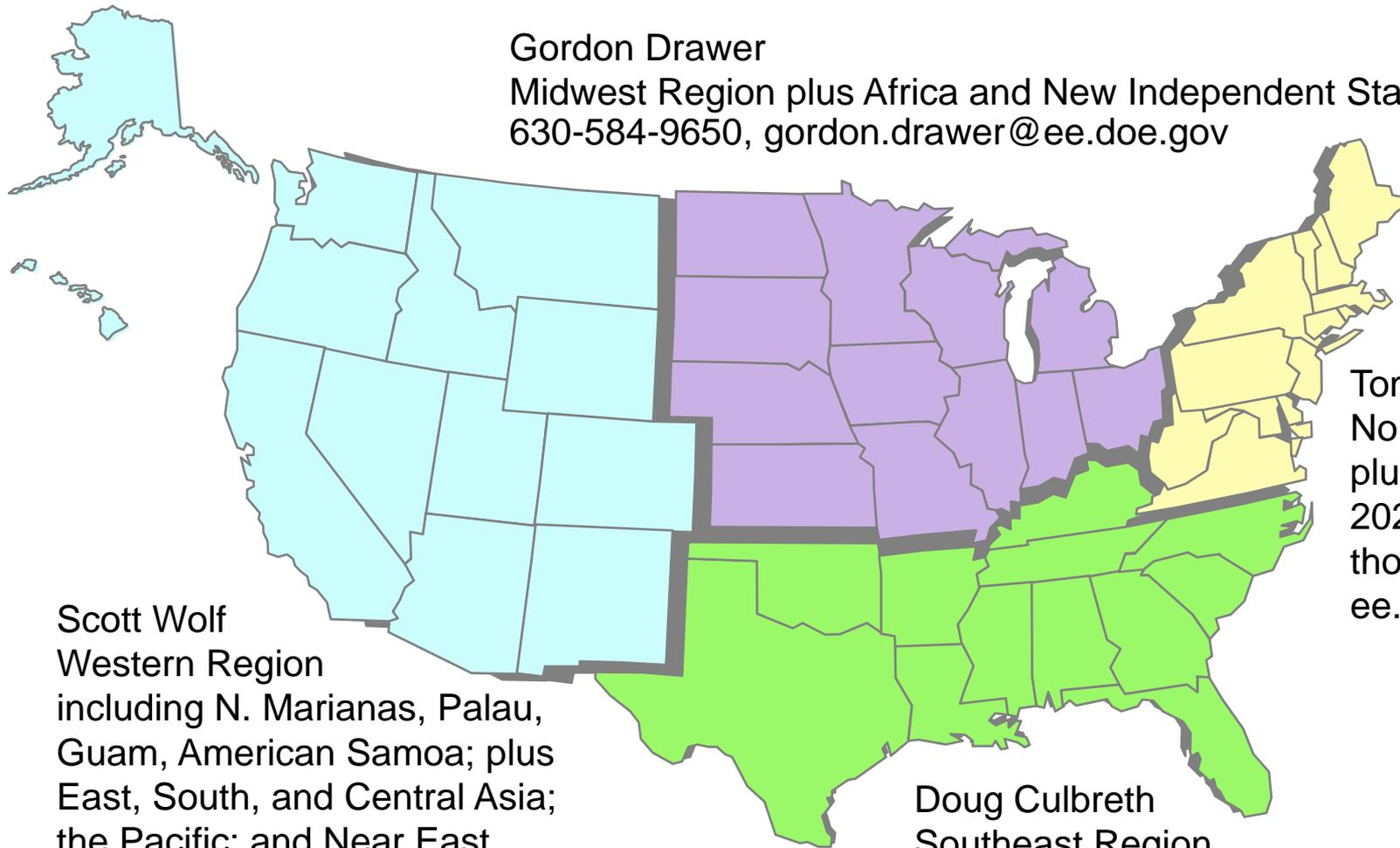
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ENABLING LEGISLATION AND HOW TO USE IT



Focusing on Current Legislative Authorization, Executive Order, and Regulations for Federal ESPCs

- National Energy Conservation Policy Act (42 USC 8287), Title VIII Shared Energy Savings
- Executive Order 13423 (2007)
- Energy Independence and Security Act (2007) (H.R.6)
- Skaggs Amendment
- FAR 23.204
- DOE 10 CFR 436
- (Excerpts found on FEMP Website)





Closer Look at the Provisions of 42 USC 8287

(use for file documentation)

- Gives agencies the authority – *use in support of Requirements document*
- Provides that the contractor incur costs – *not anti-deficient in pursuit of procurement*
- Provides for 25-year term – *use with award document to support term*



Using 42 USC 8287 (continued)

- Requires annual energy audits – *use as support for M&V report document*
- Aggregate annual payments not to exceed what agencies would have paid for utilities otherwise – *one price element to support/justify in Price Reasonableness Determination*



Provisions of EO 13423

(Basis for Requirements Document)

- Reduce federal facility energy use per square foot by 3% per year, 2006 – 2015, relative to 2003 (or 30% by end of 2015)
- Increase use of renewable energy to
 - not less than 3% of total electric use, 2007–09
 - not less than 5% in 2010 – 2012
 - not less than 7.5% in 2013 and thereafter
 - At least half from new sources each year
 - Implement renewables on agency property for agency use as feasible
- Reduce water use by 2% per year, 2008 – 2015 (or 16% by end of 2015)



Recent Legislation



- Energy Independence and Security Act of 2007 (EISA 2007)
 - (H.R. 6 ENR,
Pub. L. No. 110-140, December 19, 2007)
- National Defense Authorization Act for Fiscal Year 2008 (Pub. L. No. 110-181, January 28, 2008)



ESPCs and EISA

- Subtitle B – Energy Savings Performance Contracting (Sections 511 – 518)
- Amends ESPC authorizing statute 42 USC § 8287
- Permanent reauthorization (Section 514)
- Non-building applications (study) (Section 518)



EISA (continued)

- May use any combination of appropriated funds and private financing (Section 512)
 - Use for support documentation when appropriated dollars are utilized as a pre-acceptance implementation-period payment
- Shall not (arbitrarily, or by policy) limit the maximum contract term to less than 25 years or limit the total amount of private financing (Section 513)
 - Use as support if management or acquisition team wants to set the term to be shorter than period in which the investment costs could normally be repaid



EISA (continued)

- May sell or transfer energy generated on site from renewable energy sources or cogeneration in excess of Federal needs to utilities or non-Federal energy users (consult Federal or State laws) (Section 515)
- Where to find more on EISA:
<http://thomas.loc.gov/cgi-bin/query/D?c110:8:./temp/~c110iUxWRm::>



FAR Part 23.204 – Energy Savings Performance Contracts

- Requires agencies to make maximum use of ESPC authority
- Reference to 10 CFR 436.34



Skaggs Authority

- Allows funds to be expended to DOE for assistance in achieving energy efficiency
 - Project Facilitation
 - Special Projects
- Use this authority for support in Interagency Agreement for Project Facilitation



National Defense Authorization Act for Fiscal Year 2008

(Pub. L. No. 110-181, January 28, 2008)

- Enhanced competition requirements for task or delivery orders
- “Fair opportunity” for all qualified contractors
- DOE-suggested contractor- (ESCO-) selection process
 - In Clause H.3 of the IDIQ in compliance of



DOE Final Rule (10 CFR Part 436) Implemented the Authority in Regulation

- Takes precedence over Federal Acquisition Regulations (FAR)
- Establishes list of qualified energy service companies (ESCOs)
- Specifies procurement procedures and criteria for selecting ESCOs
- Allows unsolicited proposals
- Recommends standard terms & conditions
- Defines conditions of payment
- Addresses annual Measurement & Verification (M&V) requirements



DOE's ESPC Regulations

10 CFR Part 436, Subpart B

- Specify procurement procedures and criteria for ESCO selection
- Recommend standard terms and conditions, including annual M&V requirements
- Provide for the compilation of a list of qualified ESCOs to perform ESPCs



Getting Started With the New IDIQs





Aspects of “New” Super ESPCs



- Ceiling of \$5 billion for each indefinite-delivery, indefinite-quantity (IDIQ) contract
- DOE has awarded 16 IDIQs
- Worldwide geographic scope
- All energy-conservation measures (ECMs) – conventional and advanced/renewable technologies – covered under one contract



Development of Super ESPC Task Order (TO)

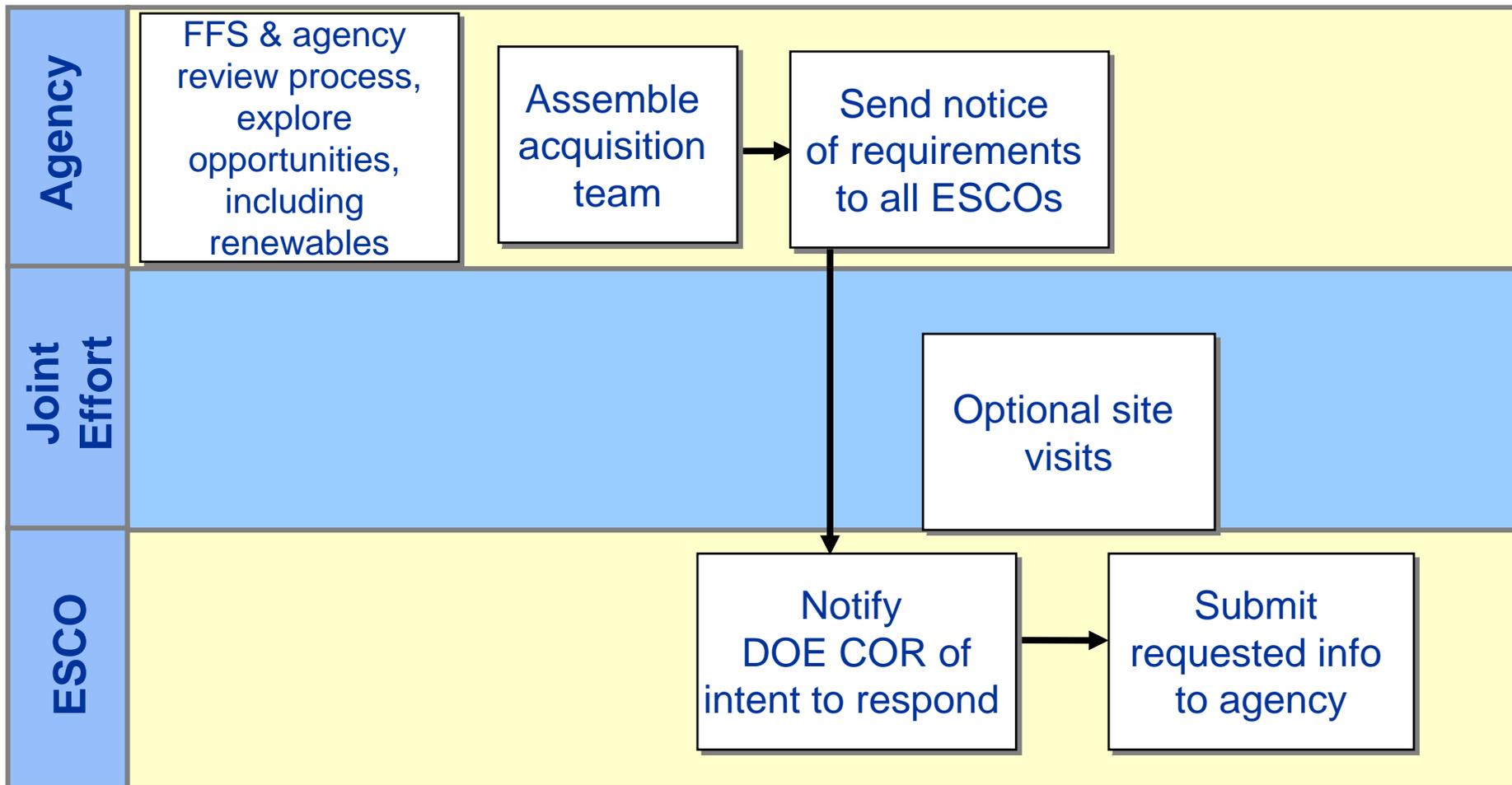
- Phase 1: Project Planning
- Phase 2: ESCO Selection
- Phase 3: Negotiation and Award of TO
- Phase 4: Design, Construction, and Acceptance
- Phase 5: Performance Period



PHASE 1

PROJECT PLANNING

Phase 1: Project Planning, Gov't.-Initiated



ESCO — Energy Services Company
COR — Contracting Officer's Representative

FFS — FEMP Federal Energy Project
Financing Specialist



Project Planning (First Steps)

- The Acquisition Team
- Roles and Responsibilities
- Purchase Request/Statement of Work (SOW)
- Contractor Selection
- Announcement to DOE FEMP
- Considering Interagency Agreement (IAA) for support of Project Facilitator (PF)

- (IAA template in Contracting Handbook)



Putting the Acquisition Team Together

- Who is the Project Champion?
- Discuss roles and responsibilities
- Don't forget to include the Project Facilitator and the Federal Financing Specialist



Roles and Responsibilities in Phase 1

- Technical/Engineer/Facility Manager
 - Usually “project champion”
 - Responsible for meeting mandated energy reduction goals
 - Engages FFS to begin discussions/planning
 - Sends Contracting Officer requirements documents
 - Works with CO in ESCO selection process





Roles and Responsibilities in Phase 1 (cont)



- Contracting Officer
 - Receives requirements document from technical
 - Sends notice of requirements to all ESCOs
 - Evaluates responses (in coordination with technical)
 - Selects ESCO

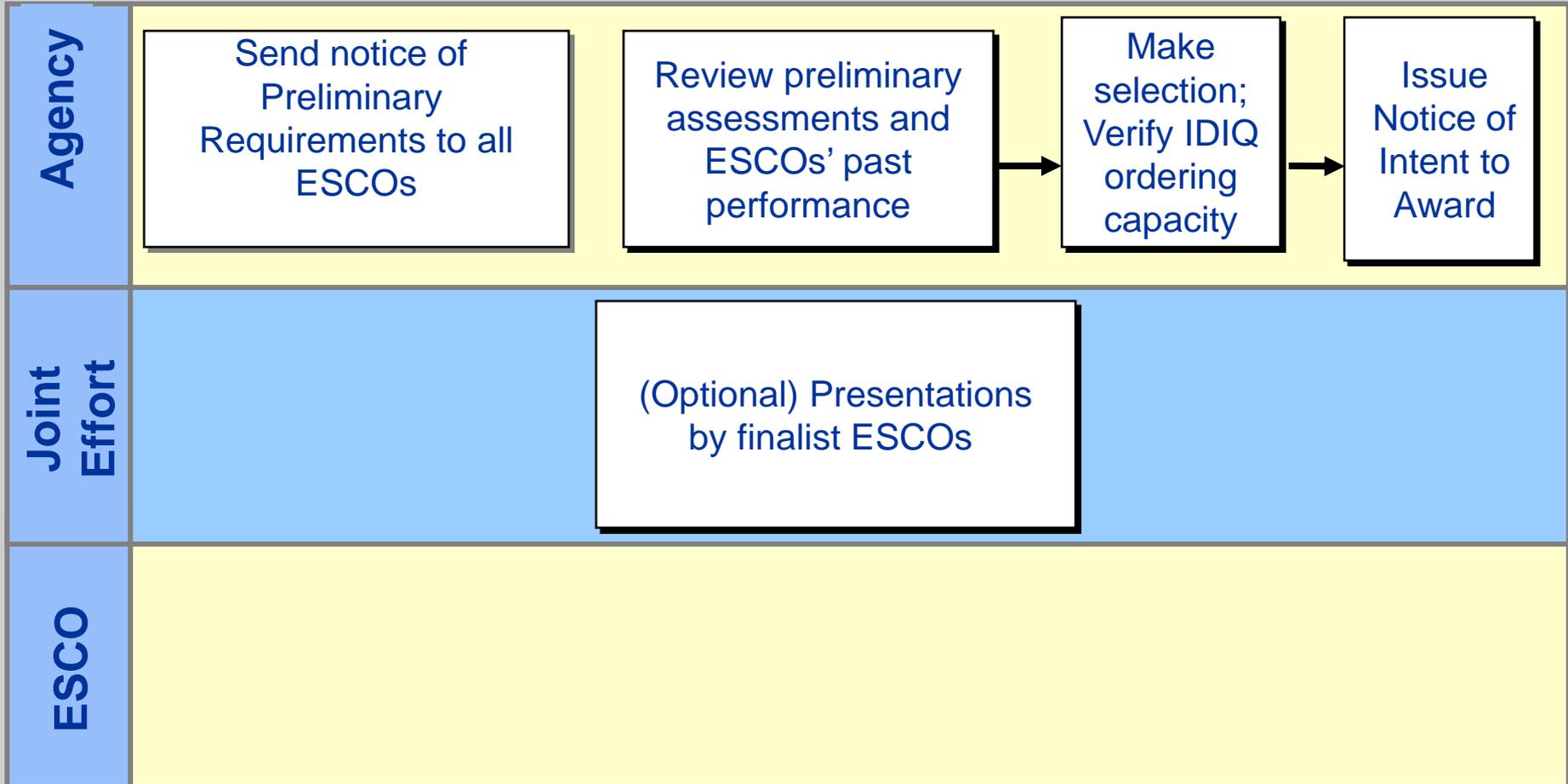


PHASE 2

SELECTING AN ESCO



Phase 2: Selecting an ESCO



IDIQ — Indefinite-delivery, indefinite-quantity (contract)



2008 Defense Authorization Act – Enhanced Competition Requirements

- For awards over \$5 million, ordering agency must provide:
 - Clear statement of requirements to all IDIQ holders
 - Reasonable response period
 - Significant selection evaluation factors including price
 - Written statement documenting best-value selection
 - Post award debriefings
- Protests are allowed if value is over \$10 million



ESCO Selection: Contractor-Initiated Method

- ESCO alerts agency of desire to submit proposal
- Agency must notify other Super ESCOs and identify requirements (desired ECMs, buildings, etc.)
- Other ESCOs can then submit proposals
- Agency, using “fair consideration,” issues statement selecting one based on best value
- Post-selection debriefing
- Protests allowed if > \$10M



ESCO Selection: Government-Initiated Option

- Agency sends notice to all 16 ESCOs with requirements and selection criteria
 - Requirements, e.g., buildings, ECMs to include
 - Selection criteria, e.g., technical approach, past performance, price (required)
 - Agency may host site visits for interested ESCOs
- One or more ESCOs submit proposals
- Agency, using “fair consideration,” issues statement selecting one based on best value
 - Here – not at award – is where protest could occur



Word changes and what do they mean?

- Contractor Identified (old)
vs.
Contractor Initiated (new)
- Government Identified (old)
vs.
Government Initiated (new)



Contractor Identified vs Contractor Initiated

- **Contractor Identified (old)** – Process required the ESCO to identify the need for an ESPC project and offer to do a walk-through and provide an Initial Proposal
- **Contractor Initiated (new)** – Requires ESCO to provide an Preliminary Assessment for evaluation and consideration by the site – may lead to a notice to other 15 ESCOs and process under Government- Initiated



Government Identified/Government Initiated

- **Government Identified (old)** – Required Government to identify the project through a solicitation – project was identified through a Site Data Package provided to all ESCOs (short list was acceptable but no changes allowable)
- **Government Initiated (new)** – Requires that all 16 ESCO be notified of the sites desire to initiate a project with an outline of goals and intent. Streamlined evaluation process to selection.



Requirements Documents

- Generated by technical/project manager
 - Backup legislation
 - Project “wish list”
 - Unfunded
- Received by Contracting Officer
 - Prepares notice to all ESCOs
 - Evaluation factors
 - Method of selection
- Not anti-deficient – special legislation



The Preliminary Assessment

- Must comply with IDIQ contract requirements (see section H.4) and give sufficient information for a decision
- Key elements:
 - A narrative summary of proposed project
 - Description of ECMs
 - Estimates of proposed energy and cost savings
 - M&V approach (general)
 - Risk, Responsibility and Performance Matrix
 - Financial schedules



Evaluating ESCOs' Technical Approach

- Things to consider:
 - Technical strengths, management approach, etc.
 - Comprehensiveness/depth of proposed scope
 - Responsiveness to your desired ECMs and approach
- Invite ESCOs to make presentations
 - This may help in selecting among few finalists



Evaluating ESCOs' Past Performance

- Review ESCOs' qualification statements:
 - www1.eere.energy.gov/femp/financing/supere_spcs_espcscos.html (coming soon)
- Request data on ESCOs' past performance
 - Available from DOE Golden Field Office
- An ESPC is a long-term partnership – choose a partner you can live with



Evaluating the Price Estimate

- Project development
- ECMs
- Indirect costs and profit
- Financing costs
- Performance period services



To Proceed or Not to Proceed

IF NO:

- You can return all the PAs if none is satisfactory
 - Scrap the project, or
 - Consider starting over by issuing a revised set of requirements to the ESCOs



To Proceed or Not to Proceed

IF YES:

- You can accept one of the proposals and provide feedback to the ESCO
 - Feedback to address deficiencies and desired changes
 - These items to be addressed in the Investment-Grade Audit and final proposal
- All other PAs are returned to the issuing ESCOs



After ESCO Selection

- Notify FFS of contractor selection
- FFS sends notification letter to selected ESCO
- FFS enters project profile into the FEMP Central Database
- FFS/ESCO/Project Manager (PM) set a date for Investment-Grade Audit (IGA) kickoff meeting



Prior to Issuing Notice of Intent ...

- Verify ordering capacity (via DOE FFS)
- Confirm intent to proceed with all site and other affected personnel



The Notice of Intent to Award (NOI)

- Signifies selection of ESCO and formalizes decision to proceed
- Specifies timeframe for completion of investment-grade audit and final proposal
- Outlines pre-award requirements
- Includes any other conditions of commitment



AFTER Issuing NOI ...

- ESCO's project development costs may be claimed and recovered if NOI is issued but TO is not awarded (recourse from FAR)

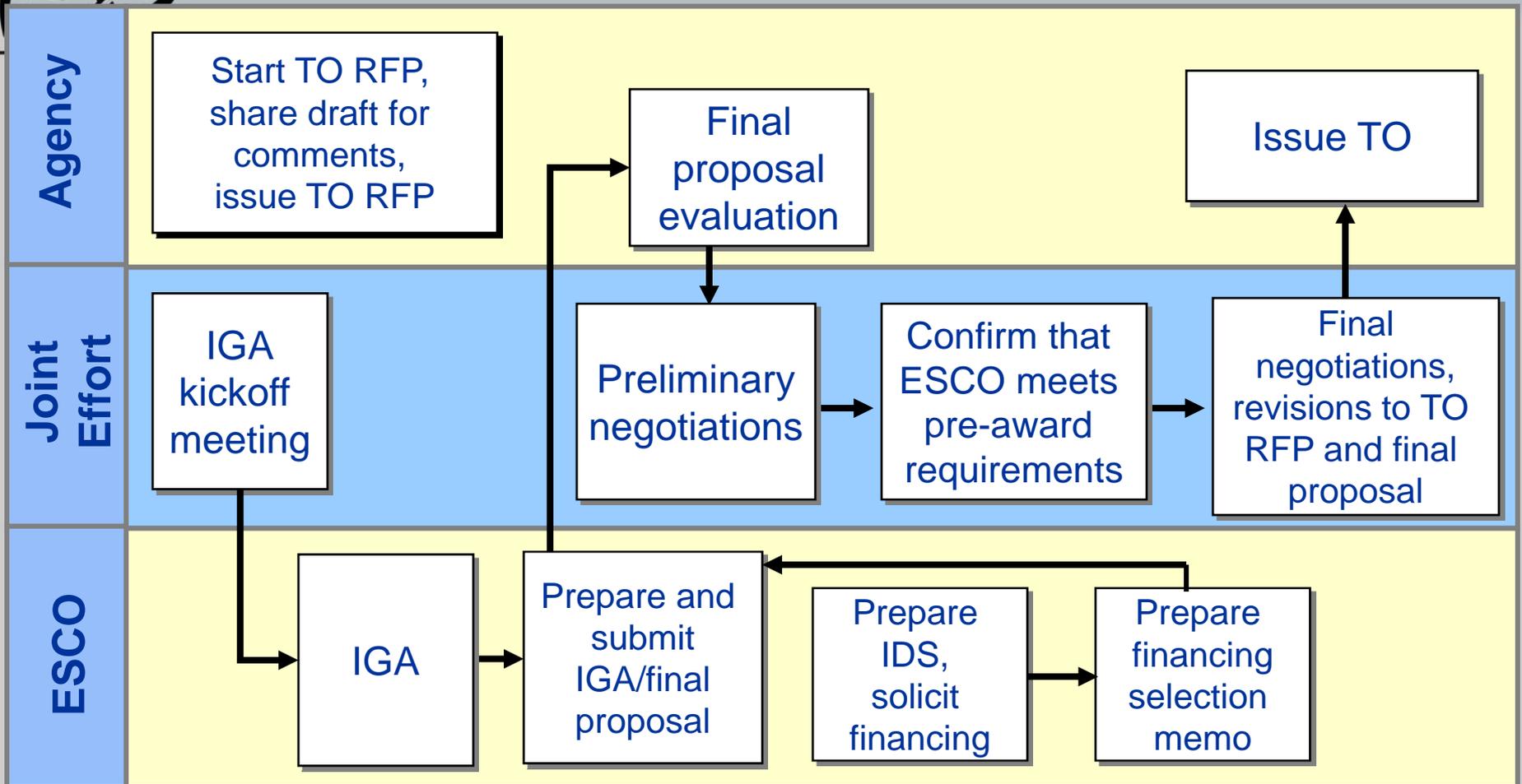




PHASE 3

NEGOTIATIONS AND AWARD OF TASK ORDER

Phase 3: Negotiation and Award of Task Order



IGA — Investment-Grade Audit
 TO RFP — Task Order Request for Proposal

IDS — Investor's Deal Summary



Phase 3 – Negotiations and Award

- IGA Kickoff Meeting
- Preparing the RFP
- Reviewing the Final Proposal
 - Preparing the Negotiation Strategy
 - Understanding the Finance Schedules
 - Price Reasonableness Determination
 - Conducting Negotiations
 - Award Documents



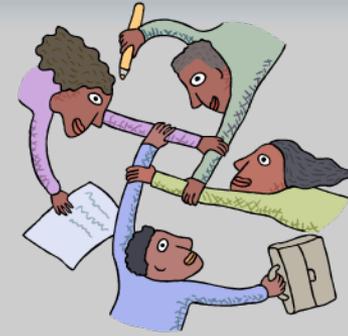
IGA Kickoff Meeting

- PM schedules with FFS and coordinates with ESCO
- PM/FFS engage project facilitator (PF)
- Typically PF conducts kickoff meeting
- Acquisition team/decision makers should attend
- Develop milestones
- Discussion of site's "wish list" and energy reduction goals
- Set up communication requirements



Preparing the RFP

- Requires teamwork
 - Technical
 - lighting levels and heat/cooling standards
 - Contracting
 - invoicing requirements, subcontracting plan, agency clauses





Reviewing the Final Proposal

- CO call meeting of Acquisition Team
- Roles and responsibility for review
 - Technical Proposal
 - Price Proposal



Final Negotiations

- Review of the Risk, Responsibility, and Performance Matrix
- Price Proposal
- Financier
- Subcontracting Plan
- Wage Determination
- Submittals and Deliverables





Preparing for Negotiations

- Technical comments submitted to CO
 - Analysis of Risk, Responsibility, and Performance Matrix
 - M&V methods/acceptance
- Price proposal comments
 - Based on Financial Schedules

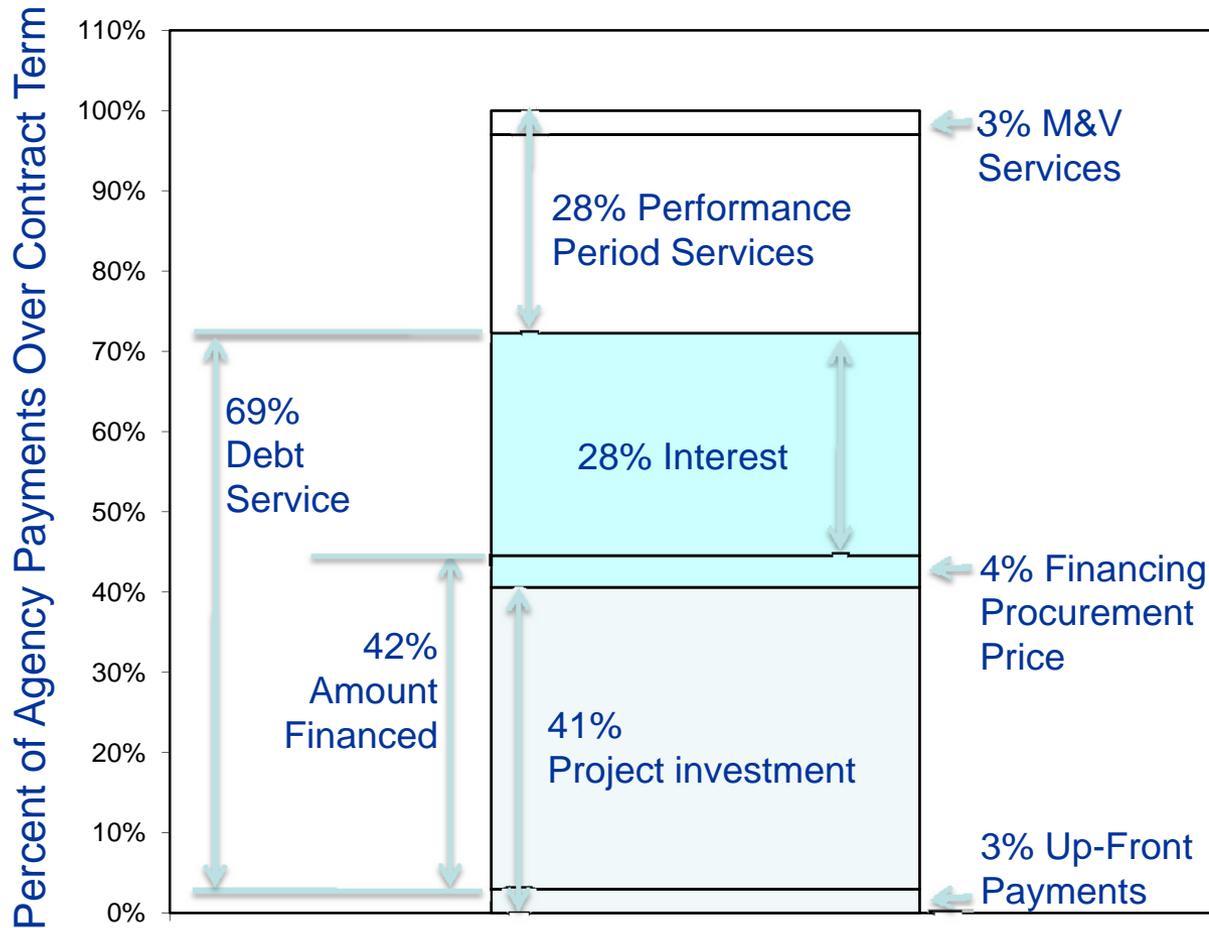




Conducting Negotiations

- In person?
- Government's team available
- Use of PF is permitted as support
- Discussion on technical and pricing
- Executive summary and management of project
- Review of timeline/milestones

“Cost Stack” for DOE Super ESPCs*



*Data from Super ESPC projects awarded from 2005 to May 2008.
Figures may not add to exactly 100% due to rounding.



Price Reasonableness Determination

- Using the financial schedules to assess cost elements
 - TO – 1
 - Guaranteed savings vs. contractor payments
 - Term
 - Construction period
 - Escalation rates



SCHEDULE TO-1 (final)
GUARANTEED COST SAVINGS AND CONTRACTOR PAYMENTS

IMPORTANT INFORMATION

- (1) This schedule is not to be altered or changed in any way. Please note any clarifications in the comments/explanations area below.
- (2) The first year post-acceptance performance period estimated annual cost savings reflect technical proposal and engineering estimates as per TO-4.
- (3) The guaranteed annual cost savings are based on the site-specific M&V plan.
- (4) The total of contractor payments (columns c and f) represents the TO price and should be supported by information submitted in and provided Schedules TO-2 and TO-3.
- (5) If applicable, prior to post-acceptance performance period, implementation period allowable payments and energy savings are one-time amounts.
- (6) If applicable, provide a separate table showing proposed energy rates (i.e., \$/kWh, \$/kW, \$/MBtu) for each post-acceptance performance period derived using the National Institute of Standards and Technology Handbook 135 and Annual Supplement. Also, submit escalation rates applicable energy-related O&M savings (including water and sewer): ___% per year.
- (7) [Reserved]
- (8) [Reserved]
- (9) [Reserved]
- (10) If selected, the contractor shall complete the installation of all proposed ECMs not later than _____ months after TO award.

Task Order No.:	Contractor Name:	Project Site:	
	(a) Estimated Cost Savings (\$)	(b) Guaranteed Cost Savings (\$)	(c) Contractor Payment (\$)
Implementation Period	117,095	117,000	117,000
Post-Acceptance Performance Period Year	(d) Estimated Annual Cost Savings (\$)	(e) Guaranteed Annual Cost Savings (\$)	(f) Annual Contractor Payments (\$)
One	285,640	276,384	276,383
Two	294,095	284,572	284,571
Three	294,596	285,226	285,225
Four			
Five ~			
Totals	4,022,293	3,741,531	3,741,519



Price Reasonableness (cont.)

- TO – 2
 - Implementation costs
 - Cost of equipment
 - Benchmarking tools
 - Support documentation
 - Performance/payment bonds

TO-2 shows total direct and indirect costs and profit by ECM

(Just Like TO-4 Detailed Savings Per ECM)

SCHEDULE TO-2 IMPLEMENTATION PRICE BY ENERGY CONSERVATION MEASURE								
IMPORTANT INFORMATION:								
1) This schedule is not to be altered or changed in any way. Please note any clarifications in the comments/explanations area below. 2) Implementation expense shall include only direct costs for each ECM and no post-acceptance performance period expenses. Indirect expenses and profit will be applied to the sum of direct expenses for all ECMs and project development to calculate total implementation price (d) for the project. 3) Contractor shall attach adequate supporting information detailing total implementation expenses. 4) Contractor shall propose bonded amount representing the basis of establishing performance and payment bonds per Section H of the contract, as required. 5) Attached supporting information shall be presented to identify portions of ECM or project expenses included in proposed bonded amount. 6) Proposed bonded amount is assumed to include indirect expenses and profit applied to implementation expenses above, unless otherwise specified by contractor. 7) For the following ECMs, enter the <i>total installed capacity of new equipment</i> in the units specified (e.g., chillers-150); chillers and packaged units in tons, VFDs in hp, boilers and furnaces in input Btu/hr, BAS/EMCS in number of points, transformers in kVA, generators in kW. For lighting ECMs, specify baseline kW treated. 8) M&V expense shall not include any performance-period expenses.								
Project Site:			Task Order No.:			Contractor Name:		
Tech Category (TC)	ECM No.	Equipment Description — Title	ECM Size	M&V Expense	Implementation Expense		(c) Profit \$	(d) Implementation Price: Totals (a)+(b)+(c) = (d)
					(a) Direct	(b) Indirect		
n/a	n/a	Project Development	n/a	\$	\$			
					\$			
					\$			
					\$			
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					\$			
TOTALS					\$	\$	\$	\$
Bonded Amount (\$)								

Explanations/Comments:



Price Reasonableness Determination

- TO – 3
- Implementation price
- Financing procurement price
- Term
- Index rate
- Added premium
- Performance-period costs

SCHEDULE TO-3 — POST-ACCEPTANCE PERFORMANCE PERIOD CASH FLOW		
Project Site:	Task Order No:	Contractor Name:

Project Capitalization		Applicable Financial Index: US Treasuries	Issue Date: 3/15/2003
Total Implementation Price (from TO-2 Total)	2,036,037	Term (Years): 13	Source: Treasury Web
Plus Financing Procurement Price (\$)	187,702	Index Rate: 5.10%	Effective Through: COB 4/1/03
Less Implementation Period Payments (from TO-1 (final) (c)) <i>(If proposed, must be fully documented)</i>	117,095	Added Premium (adjusted for tax incentives): 1.90%	
Total Amount Financed (Principal)	2,106,644	Project Interest Rate: 7.00%	

Term	1	2	3	4	5
Annual Cash Flow (Post-Acceptance Performance Period)					
Debt Service					
Principal Repayment (\$)	\$ 84,805	\$ 98,021	\$ 123,453	\$ 140,205	\$ 158,400
Less incentives (i.e., REC, White Tag, etc.)					
Net principal repayment before interest					
Interest (\$)	\$ 146,793	\$ 140,399	\$ 132,629	\$ 123,412	\$ 112,976
Total Debt Service (a)	\$ 231,598	\$ 238,420	\$ 256,082	\$ 263,617	\$ 271,376
Post-Acceptance Performance Period Expenses					
	1.00	1.0305	1.0619	1.0943	1.1277
Management/Administration	\$ 4,080	\$ 4,204	\$ 4,333	\$ 4,465	\$ 4,601
Operation					
Maintenance	\$ 1,600	1,649	1,699	1,751	1,804
Repair and Replacement	5000	5,153	5,310	5,472	5,638



Price Reasonableness Determination

- TO – 4
 - Energy baseline
 - Guaranteed savings



TO-5

- Annual cancellation ceiling listing (final proposal only)
- Should be ~ 110% of outstanding debt for that year (should not include lost profit or service costs)
- The exact principal balance of the loan (by month) is often attached to expedite loan payoff in the event of termination for convenience (T for C)
- Per FAR, T for C would be negotiated



Termination for Convenience/Modifications

- Partial Termination for Convenience
 - Terminated by ECM or facility
 - Recommend terminating longer-payback ECMs
 - Otherwise, partial termination may extend TO term
- Complete Termination for Convenience
 - Negotiated settlement not to exceed Annual Cancellation Ceiling in Schedule TO-5

SCHEDULE TO-5

ANNUAL CANCELLATION CEILING SCHEDULE

IMPORTANT INFORMATION:

(1) Cancellation Ceilings for each time period specified below establish the maximum termination liability for that time period, and includes the remaining unamortized principal on total amount financed for each time period specified above plus any prepayment charges. Actual total termination costs will be negotiated.

(2) The contractor may attach a monthly Financing Termination Liability Schedule.

(3) In the event of TO cancellation or termination for convenience, FAR 52.217-2 or 52.249.2 will apply.

Project Site:	Task Order No:	Contractor Name:
exercise FP	123456	0
Cancellation Ceiling		
Installation Acceptance	\$ 2,262,425	
End of Year One	\$ 2,173,380	
End of Year Two	\$ 2,070,458	
End of Year Three	\$ 1,940,832	
End of Year Four	\$ 1,793,616	
End of Year Five	\$ 1,627,296	
End of Year Six	\$ 1,446,533	
End of Year Seven	\$ 1,243,927	



PRIVATE-SECTOR FINANCING



Financed Costs of Project Development and Implementation

Amount financed =

- (Project development expense) + (Markup)
- (ECM design/construction expense) + (Markup)
- Financing procurement price (FPP)
- *Minus* any payments from one-time savings (usually in year zero)



Financing Procurement Price (FPP)

- Includes costs for:
 - Effort to arrange financing
 - Payment and performance bonds
 - Primarily capitalized construction-period interest
 - Hedges to lock rates in advance of financial closings
 - Hedge costs may be included in premium on interest rate instead
 - In either case, we do not recommend the use of hedges!
- Note: These are pass-through fees that do not include profit for the ESCO



Components of the Interest Rate

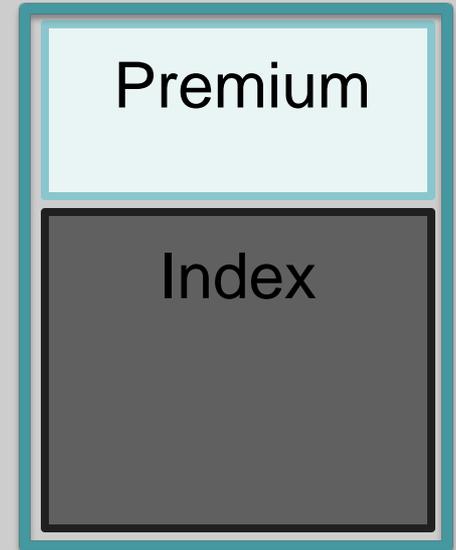
- Index interest rate — usually largest component
 - Represents the prevailing cost of money in the financial markets
 - Changes day to day
 - Any standard index can be used (i.e., like-term U.S. Treasury Securities)
- Web sources for rates
 - www.bloomberg.com
 - www.federalreserve.gov/releases/h15/current





The Premium

- Premium — Basis points added to index rate (1% = 100 basis points)
- Premium covers
 - Lender's costs (legal fees, administration, etc.)
 - Lender's perception of risk





Reviewing the Financier's Proposal

- Investor's Deal Summary (IDS)
- Standard Finance Offer (SFO)
- Selection Memorandum



Competitive Financing Process

- ESCO prepares Investor's Deal Summary (IDS) and sends it to financiers to solicit offers
- IDS establishes a common basis for solicitations
- Required content
 - All financial info
 - Risk, Responsibility, and Performance Matrix
 - Key target dates
 - M&V info



IDS and SFO ensure that offers are directly comparable

- Financiers make offers using Standard Financing Offer (SFO)
- Required contents
 - Narrative description of financing package
 - Itemization of total amount financed
 - Period of time that offer will be honored
 - Other terms





Selection and Certification

- ESCO selects financing and provides a certified selection memo documenting process and rationale for selection
- Final proposal (and TO schedules) are based on selected offer
- Final proposal includes IDS, SFO for the selected offer, and Certified Selection Memorandum
- Selected financing offer in final proposal is evaluated by FEMP ESPC Team



PREPARING THE AWARD DOCUMENT



Finalizing the Task Order

- Revisions to RFP
- Award document (draft is good)
- Review of attachments
- Award TO



PHASE 4

CONSTRUCTION AND IMPLEMENTATION



Phase 4 – Part 1

- Post-award conference
 - Proof of insurance
 - Payment & performance bonds
- Review of designs & equipment selections
- What constitutes a change order/modification to TO?
- Notice to proceed with construction/installation





Phase 4 – Part 2

- Who monitors the installation/construction?
- Reporting changes to the Contracting Officer
- Submittals and deliverables
- Commissioning and post-installation M&V Reports
- Acceptance of installed ECMs



PHASE 5

PERFORMANCE PERIOD AND CLOSEOUT



Phase 5 – Performance Period through Closeout

- Payment stream –
 - Typically annual payments at beginning of payment period
- Invoices
 - Backup documentation
- What happens if shortfall occurs?
- Modifications/change orders
- Partial/complete termination
- Closeout



Invoice/Payment Stream

- First annual invoice – 30 days after acceptance and performance
- Support documentation required?
 - Standard payments do not require backup
 - First year M&V report
 - Shortfall?
 - Excess savings?



Utilizing the Measurement and Verification Report

- Frequency – Monthly? Semi-annually?
- Document who is responsible for review
- Reports to CO
- Provide desk reference and guidance
- How often are personnel trained?



Managing a Shortfall

- What constitutes a shortfall?
 - Guaranteed savings not met
- Who interprets the M&V Report?
 - PM or assigned personnel
- How does it affect the payment stream?
 - Reduction of contractor payments
- Who is responsible for repair/replacement?
 - Contractor is always responsible
- When is the contractor's payment readjusted?



Modifications and Change Orders

- When is a modification to the TO required?
 - Change in site's mission
 - Reduction/increase in site's usage
- What happens to the financial schedules and interest rate?
 - Renegotiation of debt service term
 - Realignment of schedules and interest rate
- When is a change order required?
 - During construction – differing site conditions
 - Other



Partial or Complete Termination

- Using TO – 5
 - Represents outstanding capital investment on entire project
 - Partial termination can occur when:
 - Buildings are being shut down
 - Excess savings allows for buyout of ECM
 - Other
 - Complete termination
 - Shutdown of site



Closeout

- Verify that the final M&V Report has been received and that the savings guarantee has not been compromised
- Send contractor a letter stating that the debt service has been satisfied and that the last payment
- Submit the final Past Performance Evaluation to DOE Golden Field Office Contracting Officer



Questions and Answers

