

# ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912DY-09-D-0017		2. DELIVERY ORDER/ CALL NO. 0003		3. DATE OF ORDER/ CALL (YYYYMMDD) 2011 Dec 22		4. REQ./ PURCH. REQUEST NO. W31RYO13395437		5. PRIORITY									
6. ISSUED BY US ARMY ENGINEERING & SUPPORT CENTER CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822			CODE W912DY		7. ADMINISTERED BY (if other than 6) DIRECTORATE OF CONTRACTING - HNC ATTN: BARBARA L. OSTERKAMP 256-895-1782 HUNTSVILLE AL 35807			CODE W912DY									
9. CONTRACTOR JOHNSON CONTROLS GOVERNMENT SYSTEMS LLC NAME BLAIR MILLS AND 507 E MICHIGAN ST ADDRESS MILWAUKEE WI 53202-5202		CODE 1MN13		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED									
14. SHIP TO US ARMY ENGINEERING & SUPPORT CENTER EARL W JOHNSON CEHNC-CT 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822		CODE W912DY		15. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS, IN CENTER 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-3250		CODE HQ0105		<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>									
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		PURCHASE <input type="checkbox"/>		12. DISCOUNT TERMS Net 30 Days				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15							
<p style="text-align: center;">ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">NAME OF CONTRACTOR</td> <td style="width: 30%; border: none;">SIGNATURE</td> <td style="width: 30%; border: none;">TYPED NAME AND TITLE</td> <td style="width: 10%; border: none;">DATE SIGNED (YYYYMMDD)</td> </tr> <tr> <td colspan="4" style="border: none;"> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: <b>1</b> </td> </tr> </table>										NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)	<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: <b>1</b>			
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)														
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: <b>1</b>																	
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE																	
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT									
<b>SEE SCHEDULE</b>																	
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA TEL: 256-895-1440 EMAIL: Sharon.H.Butler@usace.army.mil BY: SHARON H BUTLER						25. TOTAL	\$34,277,651.00							
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED																	
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE										
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS										
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR									
36. I certify this account is correct and proper for payment.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			34. CHECK NUMBER									
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.								
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.										

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Chiller Improvements FFP	1	Lot	\$3,824,050.00	\$3,824,050.00
	ECM 2.1 Air-cooled Chiller Replacement. Replace existing inefficient air-cooled chillers with new air cooled chillers; replace existing dehumidification unit serving the Antilles HS Gymnasium with a new packaged unit; provide new chilled water plant with new chilled water roof top air-condition units for PX Building 689; and other ECM related activity as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011. 11 Chillers, 1,045 tons FOB: Destination				

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NET AMT \$3,824,050.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Utility Monitoring Control Systems FFP	1	Lot	\$2,107,529.00	\$2,107,529.00
	ECM 3.1 Energy Management and Control System Installation, effort as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011. 2,923 Control points, 90 buildings including Reserve Center. FOB: Destination				

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NET AMT \$2,107,529.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	HVAC FFP	1	Lot	\$2,704,917.00	\$2,704,917.00
	ECM 4.1 HVAC system upgrade and window split AC system retrofit effort as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011. 1,271 tons cooling; \$2,704,917. FOB: Destination				

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NET AMT \$2,704,917.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Lighting Improvements FFP Lighting upgrades. ECM 5.1: Light-Emitting Diode (LED) technology in place of high efficiency fluorescent technology for interior lighting systems; 20,459 baseline KW in 1,446M bldg sq ft; \$6,026,771. Description: 45,339 each 4-ft linear LED tube lamps; 156 each 5-ft linear LED tube lamps; 2,219 each 2-ft linear LED tube lamps; 67 each 3-ft linear LED tube lamps; 221 each electronic ballasts; each 81 each LED "Exit" signs; 4,468 each CFL lamps; 195 each Other lamps; 556 each occupancy sensors; 1,321 exterior wall, ceiling, bollard induction (fixture heads); 185 each exterior parking lots induction (fixture heads); all effort as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011.  ECM 5.2: New LED lighting plus exterior lights, 481 each new LED street lights; \$549,360; all effort as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011. FOB: Destination	1	Lot	\$6,576,131.00	\$6,576,131.00
NET AMT					\$6,576,131.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Renewable Energy Systems FFP ECM 10.1 Solar Photovoltaic: Three (3) locations total 1,260 kW (DC) roof mounted Photovoltaic (PV) electricity generating systems, as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011; \$6,875,912.  ECM 10.2 Solar Thermal Water Heating: Three (3) locations as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011; \$175,625.  ECM 10.3 Wind Power Generation: Wind turbines at three (3) sites, 275 kW each with a total rated capacity of 825kW as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011; \$5,106,520. FOB: Destination	1	Lot	\$12,158,057.00	\$12,158,057.00
NET AMT					\$12,158,057.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Water and Sewer Conservation Systems FFP ECM 12.1 Water/Sewer Conservation and Irrigation System as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011; \$1,770,247. FOB: Destination	1	Lot	\$1,770,247.00	\$1,770,247.00
NET AMT					\$1,770,247.00
0014	Commissioning FFP ECM 14.1 Retro-Commissioning, effort as described in JCI Final Proposal for Fort Buchanan, Puerto Rico, dated 12/16/2011; \$56,648. FOB: Destination	1	Lot	\$56,648.00	\$56,648.00
NET AMT					\$56,648.00
0015	Miscellaneous FFP Proposal Development: \$1,449,236, and Project Direct Costs (less Project Development Costs): \$3,630,837. Total CLIN price: \$5,080,073. FOB: Destination	1	Lot	\$5,080,073.00	\$5,080,073.00
NET AMT					\$5,080,073.00
0016	Contractor Manpower Reporting (CMR) FFP See Section H.8 of the Basic IDIQ for CMR requirements. FOB: Destination		Lot		\$0.00
NET AMT					\$0.00

Section C - Descriptions and Specifications

SCOPE OF WORK

**SUPPLIES OR SERVICES AND PRICE**

In accordance with the Basic W912DY-09-D-0017, this task order is to acquire, under an energy savings performance contract (ESPC), energy conservation services to be performed by the Contractor in accordance with the attached PWS, and the Contractor's final proposal for Energy Savings Performance Contract (ESPC) Red River Army Depot dated April 6, 2011, and incorporated by reference into the task order. The contractor shall perform all work as stated at the Energy and Water Conservation Measures Summary of the proposal.

**INSURANCE.** Contractor shall submit proof of insurance within 15 days from the date of this award. (See Section H.7-1 and H.7-2) of the basic contract W912DY-09-D-0017.

**PERFORMANCE AND PAYMENT BONDS.** Contractor shall submit performance and payment bonds before construction may begin. Performance Bond shall be equal to 100 percent of the construction cost of this project. Payment bond shall be equal to 50% of the total estimated ECSM construction costs. The bonds are provided for the construction phase of the work and do not cover any energy guarantee or guaranteed savings for the project. Upon acceptance of the construction phase of the project, the bonds will be released. Standard Bond Forms SF 25 and SF 25-A will be used.

**PAYMENT TERM.** Payment shall be in accordance with the terms and conditions of the basic contract W912DY-09-D-0017, the attached scope of work, and the Payment Schedules attached hereto.

**TERMINATION/BUYOUT.** In the event of termination for convenience or buyout following acceptance the Government agrees to pay the Outstanding Unamortized Principal plus a termination fee of 4%. Other termination costs will be negotiated and are subject to the maximum Cancellation Ceiling as identified in the attached Schedule SCH-5 Task Order Cancellation Schedule. Notwithstanding the inclusion of FAR 52.232-18 Availability of Funds in this Task Order, in the event funds are not available the Government shall remain liable for any termination/cancellation amounts due pursuant to FAR 52.217-2 Cancellation Under Multiyear Contracts.

The costs associated with the Total Project are as follows:

Total Investment excluding Financing Procurement Cost and Construction Period Interest:	\$34,277,652
Total Financed Amount including Financing Procurement Cost and Construction Period Interest:	\$37,253,275
Contractor Payment Type:	Annual in Advance
Interest Rate:	3.910%
Estimated Annual Energy Cost Savings on Schedule TO-4:	\$2,352,878
Estimated Energy-Related O&M and Other Annual Savings on Schedule TO-4:	\$253,381
Estimated Total Annual Cost Savings on Schedule TO-4:	\$2,606,258
Estimate Year 1 Cost Savings:	\$2,858,284
Guaranteed Year 1 Cost Savings:	\$2,671,270
Construction Period Savings Payable at Acceptance:	\$1,956,006
Task Order Award Date:	12/22/2011
Mobilization/Start of Construction:	12/25/2011

Post-Installation Report Submitted:	09/30/2013
Post-Installation Report Accepted:	10/31/2013
Project Closeout/Acceptance Received:	11/30/2013
Performance Period Start:	12/01/2013
Customer Invoiced for Construction Savings Payment:	12/31/2013
Government Payment of Construction Savings:	01/31/2014
Customer Invoiced for First Monthly in Advance Payment:	12/31/2013
Government Payment of First Monthly in Advance Payment:	01/31/2014
Task Order Contract Term (construction/installation):	25 Months
Performance:	16 Years

For more detail refer to the pricing proposal contained in the Johnson Controls Final Proposal dated 12/16/2011.

**SHIP TO:**

**DODAAC:** W802AF

Fort Buchanan, San Juan, PR

ATTN: Anibal Negron-Rodriguez, Contracting Officer's Representative (COR)

Environmental Division

Directorate of Public Works (IMBC-PWE)

81 Miles Loop, USAG, Fort Buchanan, PR 00934

Office: (787) 707-3575 / 3576, Gov. Cell: (787) 354-1861

DSN: 740-3575 / Fax: (787) 707-3570

**1. General Requirements.**

**1.1 The Contractor shall perform the following ECMs:**

ECM No.	ECM Description - Title
2.1	Air-cooled Chillers Replacement
3.1	Energy Management Control System Installation
4.1	HVAC System Upgrade and Window/Split AC System Retrofits
5.1	Energy Efficient Lighting Upgrades and Occupancy Sensors
5.2	Energy Efficient Street Lighting Upgrades
10.1	Solar Photovoltaic
10.2	Solar Thermal Water Heating
10.3	Wind Power Generation
12.1	Water/Sewer Conservation and Irrigation System
14.1	Retro-Commissioning Services

**1.2. The objective of this Task Order is for the Contractor to provide all labor, materials, and**

equipment necessary to complete the following projects in accordance with all installation, Puerto Rico, and Federal codes and laws. To accomplish this objective the contractor shall adhere to the following:

1.2.1. The Contractor shall coordinate all construction activities with the facility in advance prior to formalizing them in a schedule to assure continuous uninterrupted operation of the building.

1.2.2. The Contractor shall coordinate all work schedules with Fort Buchanan COR at least one week in advance of performing any work. The Contractor shall receive acceptance of the work schedule from Fort Buchanan prior to beginning construction.

1.2.3. The Contractor shall maintain project status of the Task Order with the Garrison by identifying percentage of project completion.

1.2.4. Contractor shall reuse components which are verified as in good condition and dispose of other removed equipment, parts, and debris as instructed by installation personnel in accordance with installation, local, Puerto Rico, and Federal regulations. This includes disposal of equipment containing PCB materials and/or other hazardous materials that must be disposed in a licensed hazardous waste facility approved for hazardous material storage.

1.2.5. The Contractor shall restore each work site to its original configuration including replacement of or repair of items damaged, modified, or removed, during the project outside the scope of this Task Order, at the Contractor's expense.

1.2.6. The Contractor shall allow the Garrison to retain any reusable equipment/items that are removed and not needed to implement this task order.

1.2.7. The Contractor shall attend weekly or biweekly construction meetings or as mutually agreed between the Contractor and the facility personnel. The attendees for the meetings should include the facility personnel, quality control personnel, and subcontractor personnel. The Contractor shall provide minutes of the meeting to all attendees.

1.2.8. The Contractor shall identify all Contractor operation and storage areas that will be utilized during construction. The Contractor shall identify the Contractor's field offices location including sanitation and utilities.

1.2.9. The Contractor shall be responsible for identifying and obtaining all necessary facility, Puerto Rico, and Federal permits that will be required before performing any work on this Task Order.

1.2.10. Title and risk of loss to the installed equipment and improvements furnished under this Task Order shall pass to the Government upon acceptance of the installation as identified in the Contractor's Final Proposal, Ownership section.

## 2. Specific Requirements.

2.1. ECMs. By implementing the ECMs shown in paragraph 1.1 above, Fort Buchanan can expect to realize an estimated annual utility and operations savings of \$2,606,258 in base year dollars, with an aggregate simple payback of 13.15 years, 1,994 kW/Yr in annual electrical demand, 605,786 kWh/Yr in electricity consumption, and 2,068 Mbtu/Yr in energy use. Table 2.1.1 provides a financial summary and simple payback analysis for each recommended ECM.

2.1.1. The total implementation costs associated with all ECMs are as follows:

ECM No.	Equipment Description – Title	Implementation Price	Annual Cost Savings	Simple Payback (Years)
2.1	Air-Cooled Chiller Replacement	\$3,824,050	\$164,394	23.38
3.1	EMCS Installation	2,107,529	392,464	5.4
4.1	HVAC System Upgrade & Window Split AC System Retrofit	2,704,917	357,436	7.71
5.1	Energy Efficient Lighting Upgrades and Occupancy Sensors	6,026,771	881,815	4.91
5.2	Energy Efficiency Street Lighting Upgrades	549,360	41,271	14.05
10.1	Solar Photovoltaic	6,875,912	298,717	24.22
10.2	Solar Thermal Water Heating	175,625	5,316	22.76
10.3	Wind Power Generation	5,106,520	178,574	25.59
12.1	Water/Sewer Conservation and Irrigation System	1,770,247	281,322	5.39
14.1	Retro-Commissioning Services	<u>56,648</u>	4,950	14.71
	Total Implementation Price	\$34,277,652	\$2,606,259	

3.0 Total Project Cost.

3.1 The costs associated with the Total Project are as follows:

Interest Rate for Financing:	3.910%
Total Implementation Cost:	\$34,277,652
1 <sup>st</sup> Year Energy Savings:	\$2,606,259
Contractor Share of Savings:	
Contract Term:	25 months
Simple Payback:	13.15 years
Financing Term:	16 years

4. Deliverables.

4.1 Contractor shall provide Design in accordance with DID BW005 for ECSM's having a first cost greater than \$100,000.

4.2. Contractor shall provide, maintain, and execute and approved Quality Control Plan in accordance with DID BW009.

4.3. Contractor shall provide, maintain, and execute and approved Site Safety and Health Plan in accordance with DID BW010.



- 4.4. Contractor shall provide a work schedule in accordance with DID BW011, Work Schedule.
- 4.5. Contractor shall provide monthly progress reports in accordance with DID BW012, Monthly Progress Reports.
- 4.6. Contractor shall provide system testing in accordance with DID BW014, System Testing.
- 4.7. Contractor shall provide operating instructions in accordance with DID BW015, Operating Instructions.
- 4.8. Contractor shall provide training in accordance with DID BW016, Training.
- 4.9. Contractor shall provide operating and maintenance manuals, spare parts lists, warranties, service organizations, and as-built drawings in accordance with DIDs BW018, BW019, BW020, BW021, and BW022.
- 4.10. Contractor shall provide a site specific final ECSM report in accordance with DID BW023 to include references to all required submittals and final reconciliations for the project.

This ESPC is issued pursuant to the authority of 42 USC § 8287, and FAR 52.232-19, by its prescription, is not applicable to this Delivery Order.

**ATTACHMENTS.**

Payment Schedule SCH-1 (final)	Proposed Guaranteed Cost Savings and Contractor Payments
Payment Schedule SCH-2	Implementation Price By Energy Conservation Measure
Payment Schedule SCH-3	Post-Acceptance Performance Period Cash Flow
Payment Schedule SCH-4	Task Order Performance Period First Year Estimated Annual Cost Savings, by Energy Conservation Measure and Technology Category
Payment Schedule SCH-5 (final)	Monthly Cancellation Ceiling Schedule

**Section E - Inspection and Acceptance**

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government

**Section I - Contract Clauses**

**CLAUSES INCORPORATED BY REFERENCE**

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008