



Administered by University of Maine System
Office of Strategic Procurement
Request for Proposal (RFP)

Energy Solutions

RFP 43-16

Issued Date: February 12, 2016

Response Deadline Date: March 10, 2016 (Phase I)

Response Submission Information:

Submitted electronically to rachel.piper@maine.edu
Email Subject Line – Energy Solutions – RFP# 43-16

Response Contact Information:

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SECTION 1

1.0 General Information

1.1 Definition of Parties

The University of Maine System may hereinafter be referred to as the "University," or "UMS." The University of Maine, whose primary campus is located in the town of Orono, shall be referred to as "UMaine." Respondents to the document shall be referred to as "Respondent" or "Respondent(s)". The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

1.2 Purpose

The University of Maine System is seeking responses to provide energy solutions, as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected. Respondents can be a single entity or a lead entity of a proposed team that wishes to demonstrate its combined qualifications.

Any projects potentially resulting from this Request For Proposal ("RFP") are intended to build upon the improvements achieved to date in energy and utility management across the University of Maine System. System wide, the Universities' energy and utility management program objectives are to ensure safe, reliable, efficient, economical, and environmentally responsible services to each campus. These services are essential to the delivery of the University's tripartite mission of education, research, and public service.

The ultimate objective of this process is to identify and implement energy solutions that meet the following general goals:

- Meets UMaine's 2007 Climate Leadership Commitment (formerly ACUPCC) to reduce its net Greenhouse Gas Emissions to 0 metric tons by 2040 partly through the use of alternative fuels, renewable energy, purchased offsets and efficiency improvements.
- Minimize costs associated with energy, including maintenance, and operation of UMaine's energy and utility infrastructure on the Orono campus, which includes district steam heating and electrical distribution.
- Provide an overall delivered energy cost structure that is predictable and stable into the future.
- Provide energy solutions that are robust, safe, and reliable while also providing improvements to the steam and electrical distribution infrastructure of UMaine's Orono campus.

Respondents should review **Section 2** of this document to see the full Scope of Services/Products required.

1.3 Overview

This RFP is an energy solutions initiative, intended to select qualified Respondents as determined at the University's sole discretion, with whom the University will work

towards a specific project(s) and subsequently an energy purchase agreement, also known as a Power Purchase Agreement, or similar contractual arrangement for energy supply.

This RFP will follow a two-phase process.

- Phase I:

Each Respondent shall submit their qualification consistent with the criteria specified herein.

Each Respondent shall additionally submit a non-binding scope of work for a conceptual solution for UMaine's Orono campus. No costs or pricing shall be submitted during this phase.

The University will review the Phase I responses and at the University's sole discretion, identify and select qualified Respondents to participate in Project Planning and Costing required during Phase II.

- Phase II:

The University will engage selected Respondents and identify explicit and prescriptive requirements, to which the Respondents will prepare a final proposal for University review.

The University is seeking energy solutions to serve UMaine's Orono campus. The University anticipates projects that may include the direct sale of steam to the Orono campus, through an interconnection to UMaine's steam distribution system on or directly adjacent to the Orono campus.

Additionally, the University expects projects to provide electricity, which could be in two forms:

1. Direct sale of electricity to UMaine, through an interconnection directly adjacent to the Orono campus electrical distribution system, such as from electrical generation infrastructure on or near University property (i.e., "over the fence").
2. Electricity that is generated remotely, and then transmitted through the grid for delivery to UMaine from its existing utility company provider. This arrangement may be contracted through a Power Purchase Agreement for wholesale electricity. **Note:** Since this arrangement is not dependent upon its proximity to the Orono campus, the University would entertain solutions for electricity supply to all of the seven universities within the University of Maine System, whose gross aggregate annual electrical consumption exceeds 70 million kWh.

The University anticipates thermal or electrical proposals may be submitted utilizing a variety of technologies and energy sources. At this time, the University offers no limitation to the potential energy source(s) utilized, nor the technologies employed. The University is willing to entertain any solution that best meets the evaluation criteria provided herein.

1.4 Background

UMaine's Orono campus includes 4.25 million gross square feet across 202 buildings. Campus energy and utility infrastructure includes over 151 miles of energy and utility distribution system infrastructure (not including building systems), and features the following:

- A central steam plant, which houses four (4) boilers of 60,000 lb/hr nominal capacity each and supplies steam to campus at 50 psig outlet pressure. The steam distribution system serves approximately 90 campus buildings and 89% of the annual campus thermal load, through 4.7 miles of steam distribution lines, and 119 steam pits. The central steam plant currently consumes in excess of 450,000 million btu (mmbtu) per year.
- Two electrical substations are located on the UMaine campus, currently supplying in excess of 42 million kWh per year to campus.
- Downstream of the substations, UMaine owns, operates, and maintains 12.8 miles of 4160 volt electrical distribution lines across campus. The vast majority of buildings on campus are fed from UMaine's distribution system.

Additional University energy information, including load information will be made available electronically to interested parties by submitting a request to the Response Contact Information provided on the cover sheet of this document. This request for University energy information must contain a completed Appendix A form provided in this RFP.

1.5 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.6 Evaluation Criteria

Scoring Weights: The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria. **Phase II evaluation criteria will include cost information and will be distributed to respondents invited, at the sole discretion of the University, to participate during this phase.**

Submission Requirements	Category	Points
Section 4 (4.1-4.2)	Organization Qualifications, Experience,	80
Section 4.1.5	References	5
Section 4.3	Maine Economic Impact	5

Section 4.2	Financial Stability	10
	Total Points	100

1.7 Timeline of Key Events

Timeline dates are subject to change at the University's sole discretion.

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.7	Deadline for Written Inquiries/Questions	February 23, 2016
Section 1, 1.7	Response to Written Inquiries/Questions	February 29, 2016
Section 1, 1.16	Deadline for Phase I Submission	March 10, 2016
	Estimated Respondent Presentation Date (subject to change)	TBD
	Phase II Participants selected (subject to change)	TBD
	Phase II Supplement issued to Selected Respondents	TBD

1.8 Respondents' Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

1.9 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

Refer to table in **Section 1, 1.7 Timeline of Key Events** for deadline requirements.

1.10 Award

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

1.11 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge.

1.12 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

1.13 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.14 Debarment

Submission of a signed response in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.15 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.16 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.17 Non-Responsive Submissions

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.18 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

1.19 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.20 Contractor's Liability Insurance

The below table and information is the minimum insurance required for entering into an agreement with the University. **The specific requirements necessary for the project(s) selected will be determined by the University during Phase II.**

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

**University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330**

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

1.21 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.22 Termination

The **Agreement** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

1.23 Obligations Upon Termination

Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

1.24 Conflict of Interest

No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.

1.25 Applicable Law

This Contract shall be governed and interpreted according to the laws of the State of Maine.

1.26 Indemnification:

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery,

performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

SECTION 2

2.0 Scope of Work

This energy solution solicitation is fundamentally a supply-side initiative. Any demand-side scope included by the Respondent shall be subordinate and complementary to the supply-side project being offered. UMaine is sensitive to potential disruption and impact to campus operations that may result from this solicitation, and will carefully consider any demand-side option. For the purposes of this RFP, the University defines energy and utility "demand-side" work as any work reaching beyond the conceived interconnection between the parties, into the currently owned University energy infrastructure and systems at the Orono campus. Demand-side work would include, but is not limited to, efficiency and conservation measures within the campus steam and electrical distribution system along with campus buildings.

As part of Phase I of this solicitation, each Respondent is required to submit a scope of work for a conceptual energy solution, which shall be referred to as a Project Concept. The Project Concept is part of the technical qualifications review of each Respondent, intended to demonstrate each Respondent's expertise and capabilities in offering a prospective solution to the University that is responsive to the University's goals and needs. Should a Respondent be selected for consideration in the University's subsequent RFP, the Respondent is not bound to the same or a like conceptual solution, and may propose another project solution entirely.

Each Project Concept will be evaluated based upon the quality of information conveyed, including the ability of the Respondent(s) to demonstrate to the University's satisfaction the thoroughness and potential viability of the project.

Each Respondent is not limited to a single Project Concept, and may employ a multitude of energy sources and technologies. The Project Concept(s) should include the following:

- Fuel utilization and energy source technologies to be employed. For example: steam boilers, steam turbine generators, combustion turbine generators, photo-voltaic cells, hydro-electric, wind turbines, etc.
- Energy source or sources. For example: solar, wind, water, natural gas, oil, propane, biomass, etc.
- Explanation of the expected or potential environmental attributes for the project, including carbon emissions.
- Project location, with an emphasis on the site as it may impact and relate to UMaine's Orono campus, including but not limited to the potential for utility interconnections.
- Expected schedule, project duration, estimated availability, expected life and longevity of the asset(s).
- An estimate of the amount of energy provided to the University on annual basis.
- Discuss the feasibility of the project. List and briefly explain the conditions that must be met in order for this project to come to fruition, examples include: financing, regulatory approvals, air emissions permitting/licensing, fuel contracts,

- other anticipated needs or conditions, such as property lease or purchase, easements and rights of way, environmental assessments.
- University Services and Ancillary Agreements: Services required from UMaine (such as utilities, maintenance, transportation access, etc.) needed to support the project.
 - How does the Respondent anticipate the project will best serve the University and meet its goals as indicated in section 1.2

SECTION 3

3.0 Response Submission Requirements

This section contains instructions for Respondents to use in preparing their responses. The Respondent's response must follow the outline used below, including the numbering of section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response. Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

3.1 General Format Instructions

- 3.1.1 **ELECTRONIC SUBMISSIONS** - Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and be submitted as Appendices, clearly numbered and referencing the section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

- 3.1.2 **RESPONSE COVER PAGE** - Respondents must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Respondent's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Respondent address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into Agreements on behalf of the Respondent.

- 3.1.3 **RESPONDENTS RESPONSIBILITY** - It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this

document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

- 3.1.4 **BRIEF RESPONSE** - Respondents are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.

3.2 Submission Format Instructions

The response shall be submitted under the same cover at the same time, in the three (3) distinct sections noted below:

Requirements - Organization Qualifications and Experience

1. Label this Section 1 in the response.
2. Appendix A – University of Maine System Response Cover Page and table of contents.
3. Provide responses for each requirement for **RFP Section 4**:
 - a. 4.1 Organizational Qualifications and Experience
 - b. 4.2 Financial Stability
 - c. 4.3 References
 - d. 4.4 Economic Impact within the State of Maine

Confidential Information

1. Label this Section 2 in the response.
2. Provide the documents as outlined in **RFP Section 5**.

Attachments

1. Label this Section 3 in this response.
2. Any remaining attachments required as part of the response.

SECTION 4 - REQUIREMENTS

4.0 Organizational Qualifications, Experience, Financial Stability, References & Costs

Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Organizational Qualifications and Experience

- 4.1.1 Provide a statement describing the lead entity (company) to include name, number of employees, locations, number of years in business, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 4.1.2 If Respondent is working as part of a team/consortium, state the lead firm and the expected roles of the parties, and describe the relevant leadership and business profiles of each of the parties participating in the team.
- 4.1.3 The Respondent should illustrate the depth and breadth of its technical expertise. Include the number of team members, the years of experience, and the respective roles of the members. Discuss roles in prior projects, for example: developer, financier, designer, constructor, operator, maintainer, and additionally the Respondent's use of subcontractors to fill these roles.
- 4.1.4 Describe your experience offering a solution for the requirements identified in this document with other higher education customers, or with customers of comparable scale to UMaine's Orono campus.
- 4.1.5 References. Provide names, telephone numbers and email addresses of references specific to the relevant projects described in **Section 4.1.3**, above, who are current or former clients for whom similar work has been performed within the last seven (7) years and who can be contacted by the University with respect to the firm's reputation for work, responsibility, timeliness, cost, and efficiency. Letters of reference may be submitted with additional information as appropriate.
- 4.1.6 The Respondent should submit at its discretion, other pertinent and meaningful information and qualifications that:
 1. demonstrate its strength as a prospective partner, and
 2. it would recommend the University consider in its evaluation.

4.2 Financial Stability

The Respondent shall provide a summary of its financial capacity and stability that supports or demonstrates the Respondent's ability to perform over the potential long life of a prospective project. Financial statements and other evidential documentation are welcome, but not required to be submitted during Phase I, however, the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers, as part of Phase II of this process.

4.3 Economic Impact within the State of Maine

In addition to all other information requested within this document, each Respondent must dedicate a section of its response to describing the Respondent's economic impact upon and within the State of Maine.

For the purposes of this document, the term “economic impact” shall be defined as any activity that is directly performed by or related to the Respondent and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Respondent's business operations.

To complete the “Economic Impact” section of the Respondent's response, the Respondent shall include no more than one page of typed text, describing the Respondent's current, recent, or projected economic impact with the State of Maine, as defined above. The Respondent may include all details and information that it finds to be most relevant for this section.

4.4 Cost Response

4.4.1 General Instructions:

4.4.1.1 Phase I responses **will not** have cost information.

4.4.1.2 No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the effective date of a potential agreement that are specifically related to the implementation or operation of contracted services may be included.

SECTION 5

5.0 Confidential Information

5.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Respondent’s general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See 1.18

5.2 IRS Form W-9, or Form W-8 if you are a foreign entity.

SECTION 6

6.0 List of Appendices and Related Documents

This section lists documents which are included.

- 6.1 Appendix A – University of Maine System Response Cover Page

Appendix A – University of Maine System Response Cover Page

**RFP # 43-16
Energy Solutions**

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent’s response.
- No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature

Date

Name and Title (Typed)