

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

# University of Southern Maine Energy Savings Performance Consulting Services

RFP #112-2017

Issued Date: June 22, 2017

Respondents' OPTIONAL Pre-bid Conference: June 29, 2017

Response Deadline Date/Time: August 1, 2017, by End of

**Business** 

#### **Response Submission Information:**

Submitted electronically to roger.ward@maine.edu

Email Subject Line – USM Energy Savings Performance Consulting

Services - RFP#112-2017

#### **Response Contact Information:**

Strategic Sourcing Manager (SSM): Ryan Ward Email: roger.ward@maine.edu Phone: (207) 581-2712

# Request for Proposal – University of Southern Maine Energy Savings Performance Consulting Services Dated: June 22, 2017

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#### 1.0 INTRODUCTION

#### 1.1 Definitions, Background, Purpose and Specifications

#### 1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

"ESCO" shall mean energy service companies capable of providing or facilitating the provision of up-front capital to initiate supply-side or demandside energy projects.

"Supply-side" energy projects shall mean projects that replace current energy fuel sources with renewable energy sources, such as wind, solar, biomass or geothermal. Supply-side projects may also include combined heat and power applications or fuel switching from more carbon intensive fossil fuels to less carbon intensive fossil fuels (including applications like air-to-air heat pumps).

"Demand-side" energy projects shall mean projects that reduce current energy demand, such as upgrades to building envelopes, HVAC systems, boilers, lighting and appliances.

#### 1.1.2 Background

#### Overview

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization.

Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents, but deliver sustainable economies and efficiencies for the future benefit of the System as well.

#### **University of Southern Maine**

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 8,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education. Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham, Portland, and Lewiston-Auburn, USM is known as Maine's Metropolitan University and serves communities that are among the largest population centers in the state.

#### **1.1.3** Purpose

The University of Southern Maine is seeking responses to provide Energy Savings Performance Consulting Services as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

The University endeavors to achieve carbon neutrality by 2040, which requires a reduction of greenhouse gas emissions from heat, electricity and transportation by 80% over a 2006 baseline. By the year 2025, the University aims to achieve interim targets of 35% reduction in electricity,

35% reduction in heat and 20% in transportation. Education and engagement opportunities are important to the University as these goals are pursued.

The interim goals for heat and electricity reductions are the focus for the consulting services being solicited here. In particular, the University seeks a qualified, experienced firm to provide owner's representative services as the University aims to hire an ESCO(s) to reduce energy demand on campus and replace existing energy supply with renewables.

The ESCO(s) would be tasked with the following:

- Conducting an investment grade audit of a portion of campus (electricity and heat only)
- Identifying supply and demand energy projects with attractive paybacks (the majority of the projects should be demand-side, and would be limited to electricity and heat)
- Proposing funding for these projects using external capital
- Implementing projects agreed on by the University

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

Though this document is primarily for the **University of Southern Maine**, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

#### **1.1.4** Specifications / Scope of Work

The University of Southern Maine seeks Energy Savings Consulting Services. It is the intent of the University to award all Phases listed below to one (1) Owner's Representative / Energy Savings Consultant.

#### **Energy Savings Consulting Services**

The University seeks a highly qualified firm to represent the University as an Energy Savings Consultant, also known as an Owner's Representative. The awarded Consulting Firm will work for the University in all phases of obtaining a third-party Energy Service Company (ESCO) in order to produce an investment grade audit and an energy savings performance contract.

The key tasks the University seeks from the Consulting Firm to assist the University includes, but is not limited to, the following phases:

#### Phase 1 - Evaluation

- Initial assessment / evaluation of ESCO potential, considering building stock, energy demand and energy supply
- Estimates of square footage to assess are provided in Exhibit 1

#### Phase 2 - Scope of Work

- Help determine the scope of work to be performed by an ESCO(s)
  - Determine buildings to be included
  - Determine types of energy systems/infrastructure to be included
- Help determine best approach to completing an RFP for hiring an ESCO(s) and conducting an investment energy audit
  - The University aims to hire an ESCO by September of 2018

#### Phase 3 - RFP Process

- Assist a University-appointed committee in writing the RFP(s) or RFQ(s) required to achieve the tasks of hiring an ESCO(s) and completing an audit
  - Aid in assembling an adequate level of facility data to share with firms in order to garner high quality proposals
    - Assist in compiling and organizing existing utilities information
    - Assist in compiling and organizing related University background information
- Assist the University in finding appropriate ESCOs or lists of ESCOs to invite
- Assist the University in response to communication with respondents. Communication may involve the following:
  - Attending the pre-bid conference(s)
  - Helping to respond to written questions
  - Attending oral presentations and asking critical questions
- Assist the University in selecting an ESCO
  - Review all proposals
  - Score proposals based on committee's criteria, including economic and qualification considerations
  - Present comparison summary matrix to committee

#### Phase 4 - Investment Grade Audit (IGA)

- Act in an advisory role to:
  - Aid University in defining parameters for ESCO(s) to carryout an investment grade audit(s)
  - Monitor progress on audit(s) to ensure results will be accurate and actionable
  - Ensure that a valid energy baseline is determined for the sake of accurate measurement and verification of anticipated energy savings performance contract

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- Review audit(s) for accuracy
  - Examine engineering models & assumptions
  - Examine financial models & assumptions
  - Provide detailed analysis including, but not limited to, verification of numbers, tests, assumptions, etc.
- Provide a bias-free detailed report of all ESCO Respondents.
  - Including ranking of Respondents' Proposals.
- This phase may appear at a different point in the timeline if the University and Owner's rep determine that it should

#### Phase 5 - Contract Negotiations

- Assist the University in negotiating an energy savings performance contract(s) with selected ESCO(s)
- Assist the University in choosing a suite of projects to implement
- Assist the University in establishing reasonable timelines for selected projects
- Help University understand risks and benefits of proposed contract(s)

#### Phase 6 - Project Manager

- Manage implementation of projects
- Review annual measurement & verification reports
- Work with ESCO(s) to adjust baselines if warranted
- Troubleshoot other issues that arise with energy service performance contract(s)

Firms who bid on the Owner's Rep services solicited in this RFP will automatically be excluding their firm from consideration for the future ESCO RFP. In addition, firms will be expected to avoid conflicts of interest with any ESCO or ESCO affiliate that may bid on the ESCO RFP. If such conflict arises during Phases 2 – 6, the awarded Contractor must disclose such conflict(s) and provide how the Contractor will control such conflict(s).

For a proposal to be considered, a firm must bid on Phases 1 through 5. Preference may be given to firms that bid on all the Phases. The University reserves the right to only contract for certain Phases, while doing others "in-house." The University also reserves the right to award different Phases to different firms; however, contracting with one firm is preferred.

#### 1.2 General Information

#### 1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Contract for Services, which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Contract for Services, and are subject to continued availability of funding and satisfactory performance.

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

- 1. University of Maine System Contract for Services
- 2. Agreement Riders as required
- 3. Contract Amendments (as required)
- 4. The University's RFP
- 5. Respondent's Submission
- 6. Purchase Order or Letter of Agreement
- 1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :
  - a. Provide any defense, hold harmless or indemnity;
  - b. Waive any statutory or constitutional immunity;
  - c. Apply the law of a state other than Maine;
  - d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
  - e. Add any entity as an additional insured to UMS policies of insurance:
  - f. Pay attorneys' fees, costs, expenses or liquidated damages:
  - g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act:
  - h. Permit an entity to change unilaterally any term or condition once the contract is signed; or
  - i. Agree to automatic renewals for term(s) greater than month-to-month.

- 1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
  - a. The above Agreement provisions (Section 1.2.1.2) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
  - The above Agreement provisions (Section 1.2.1.2) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
  - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
  - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

#### **1.2.2** 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 1.3.1 Timeline of Key Events** for deadline requirements.

#### **1.2.3** Confidentiality

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.

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 all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of "trade secret" under Maine 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.

#### **1.2.4** Costs of Preparation

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

#### **1.2.5** 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.

#### **1.2.6** Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

#### **1.2.7** Pricing

All prices provided shall remain firm for the entire term of the agreement. Include, if applicable, any yearly price increases for hourly rates, travel rates, etc.

#### 1.2.8 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

#### 1.2.9 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.

#### 1.3 General Submission Provisions

#### **1.3.1** Timeline of Key Events (Subject to Change)

Reference Section	Event Name	Event Due Date	
Section 1.3.7	Respondents' <b>OPTIONAL</b> Pre-Bid Conference	June 29, 2017 1:00 PM EST	
Section 1.2.2	Deadline for Written Inquiries/Questions	July 11, 2017 End of Business	
Section 1.2.2	Response to Written Inquiries/Questions	July 21, 2017 End of Business	
Section 1.2.2	Deadline for Proposal Submission	August 1, 2017 End of Business	
Section 1.3.8	Respondents' Presentation / Interview	August 21 – 25, 2017, Times To Be Determined	
Section 2.2	Award Announcement	October 3, 2017	
	Estimated Agreement Start Date	January 2, 2018	

#### **1.3.2** 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.

Respondents to be considered are required to:

- Must have a licensed Mechanical and / or Electrical Professional Engineer on Respondent's Team (Team can include a third party consultant / subcontractor)
- Must have a Certified Energy Manager® on Respondent's Team
- Demonstrate a working knowledge of the ESCO process
- Three (3) years' experience providing Energy Savings
   Performance Consulting Services (Owner's Rep) in the design of
   energy service contracting, including, but not limited to, financial
   analysis, M&V, IGAs, Energy Surveys, etc.

#### 1.3.3 Debarment

Respondents must complete and submit the "Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

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.

#### **1.3.4** 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.

#### **1.3.5** Response Validity

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

#### **1.3.6** Non-Response Submission

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

#### **1.3.7** Respondents' Pre-bid Conference

A conference will be held June 29, 2017, from 1:00-4:00 PM EST in Room 241, Luther Bonney Hall located on the University of Southern Maine's Portland Campus. The purpose of this conference is to answer questions and provide clarifications as may be required. Attendance by all prospective Respondents is **OPTIONAL**. The University will provide a conference call-in number for Respondents' that are unable to attend the conference in-person.

Respondents planning to attend this Pre-bid Conference are required to pre-register using the Response Contact Information email address provided on the cover page of this document no later than June 28, 2017 6:00 PM EST with the name(s) and title(s) of the individual(s) who will attend.

#### **1.3.8** 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).

#### **1.3.9** 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. Request for Proposal – University of Southern Maine Energy Savings Performance Consulting
Services
Dated: June 22, 2017

- Electronic submission must be received by the required Response
   Deadline Date/Time reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the Response Submission Information section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

#### 2.0 EVALUATION AND AWARD PROCESS

#### 2.1 Evaluation Criteria

#### 2.1.1 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:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	35
Appendix D	Economic Impact	10
Appendix E	Contract for Services	5
Appendix G&H	Organization, Qualifications, Experience and References	50
	Total Points	100

#### 2.1.2 Scoring Section Descriptions

#### 2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified (Phases 1, 2, 3, 4, & 5) in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x (35) = pro-rated score

The University will <u>NOT</u> seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will <u>NOT</u> be given another opportunity to modify pricing once submitted.

#### 2.1.2.2 Economic Impact

Using the form in **Appendix D** (Economic Impact Evaluation Form), the Respondent (Respondent identified on the "Response Cover Page" of their submission) is required to describe the Respondent's recent and anticipated economic impact upon and within the State of Maine.

The Economic Impact for this RFP will be assigned a score according to a mathematical formula.

Recent Economic Impact: The highest recent economic impact will be awarded <u>5</u> points. Proposals with lower recent

economic impact will be awarded proportionately fewer points calculated in comparison with the highest impact.

The Recent Economic Impact scoring formula is: (Recent Economic Impact proposal being scored / Highest submitted recent Economic Impact proposal) x **5** = pro-rated score

<u>Projected Economic Impact\*</u>: The highest projected economic impact for total of Phases 1, 2, 3, 4, & 5 will be awarded <u>5</u> <u>points</u>. Proposals with lower projected economic impact will be awarded proportionately fewer points calculated in comparison with the highest projected economic impact.

The Projected Economic Impact scoring formula is: (Projected Economic Impact proposal being scored / Highest submitted projected Economic Impact proposal) x = pro-rated score

\*Projected Economic Impact is to be based **solely** on the resulting contract should the Respondent be awarded the contract for these services (See **Appendix D** for a more detailed explanation).

Please note: If the University determines that the Respondent's recent and/or projected economic impact information is deemed to be <u>substantially inaccurate</u>, then the University may determine to <u>not award any points for economic impact</u> to that Respondent for the applicable section(s).

#### 2.1.2.3 Contract for Services

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above. Responses with language adjustments, will have point reductions based on University risk assessment. Refer to Agreement provisions detailed in **Section 1.2.1.2** for additional guidance.

- 2.1.2.4 Organization, Qualifications, Experience and References The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.
- 2.1.2.5 General, Implementation, Training and Support
  The evaluation team will use a consensus approach to evaluate
  and assign evaluation points.

#### 2.2 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.

#### 2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

#### 2.4 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.

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

#### 3.0 RESPONSE FORMAT REQUIREMENTS

#### 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 must 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 Respondents Responsibility

It is the responsibility of the Respondent to provide <u>all</u> information requested in the document package <u>at the time of submission</u>. 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.

#### 3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

#### 3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

#### 3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. 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.

#### 3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response <u>Section 1</u> UMS Response Cover Page
- 3.2.1.2 Insert Appendix A University of Maine System Response Cover Page

#### 3.2.2 Section 2 - Cost Response

- 3.2.2.1 Label this response Section 2 Cost Evaluation
- 3.2.2.2 Insert Appendix C Required Cost Evaluation Exhibits

#### 3.2.3 Section 3 – Response to Economic Impact

- 3.2.3.1 Label this response Section 3 Economic Impact Evaluation
- 3.2.3.2 Insert Appendix D Economic Impact Evaluation Form

#### 3.2.4 Section 4 - Contract for Services

- 3.2.4.1 Label this response Section 4 Contract for Services
- 3.2.4.2 Insert Appendix E Contract for Services
- 3.2.4.3 Insert Appendix F Certificate of Insurability Form

#### 3.2.5 Section 5 - Response to Questions

- 3.2.5.1 Label this response <u>Section 5</u> Response to Evaluation Questions & Related Information
- 3.2.5.2 Insert Appendix B Debarment, Performance and Non-Collusion Certification
- 3.2.5.3 Insert Appendix G Organization Reference Form
- 3.2.5.4 Insert Appendix H Evaluation Question(s) Organization, Qualifications and Experience

#### 4.0 APPENDICES

- **4.1** Appendix A University of Maine System Response Cover Page
- **4.2** Appendix B Debarment, Performance and Non-Collusion Certification
- **4.3** Appendix C Required Cost Evaluation Exhibits
- **4.4** Appendix D Economic Impact Evaluation Form
- **4.5** Appendix E Contract for Services
- **4.6** Appendix F Certificate of Insurability Form
- **4.7** Appendix G Organization Reference Form
- **4.8** Appendix H Evaluation Question(s) Organization, Qualifications and Experience
- **4.9** Attachment A Building Inventory

#### Appendix A – University of Maine System Response Cover Page

# RFP #112-17 University of Southern Maine Energy Savings Performance Consulting Services

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:	

- 1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the guote deadline date.
- 2. 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.
- 3. 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 response.
- 4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
- 5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
  - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
  - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
  - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
  - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

Request for Proposal – University of Southern Maine Energy Savings Performance Consulting Services

Dated: June 22, 2017

# Continued - Appendix A – University of Maine System Response Cover Page

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

Date:	_
Name and Title (Printed)	
Authorized Signature	

Request for Proposal – University of Southern Maine Energy Savings Performance Consulting
Services
Dated: June 22, 2017

#### Appendix B – Debarment, Performance and Non-Collusion Certification

# University of Maine System DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

# RFP #112-17 University of Southern Maine Energy Savings Performance Consulting Services

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification: and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date:	
Name and Title (Printed)	
Authorized Signature	

#### Appendix C – Required Cost Evaluation Exhibits

# University of Maine System COST EVALUATION

# RFP # 112-17 University of Southern Maine Energy Savings Performance Consulting Services

Respondent's Organization Name:

#### **GENERAL INSTRUCTIONS:**

- 1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
- 2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This "cost" will encompass the entire solution pricing along with all products and services offered as part of the solution for Phases 1 through 5.
- 3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is <u>not required</u> as part of your response simply leave it <u>blank</u>.
- 4. 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 Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
- 5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
- 6. If there are additional options or services that are not included in the offering, they must be identified and itemized as "optional" and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
- 7. Respondents' are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
- 8. Pricing will be guaranteed by the vendor for the term of the Agreement.
- 9. The University will <u>NOT</u> seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will <u>NOT</u> be given another opportunity to modify pricing once submitted.

Request for Proposal – University of Southern Maine Energy Savings Performance Consulting
Services
Dated: June 22, 2017

#### Exhibit 1 – Cost Response

Directions – Respondents must detail the time and costs that will be required to complete the project. It will include complete evaluative services, preparation of documents, travel, lodging, meals, and incidentals. Pricing shall be broken down by phases. Include hourly rates, travel cost, and any/all administrative cost/overhead/documents not included in the base price covered in your firm's estimated price to complete each phase.

Include in each Phase breakdown:

Phase 1 - Evaluation

- Estimated number of hours to complete each phase
- Hourly rate for any / all employees / subcontractors required for each phase
- Number of estimated meetings included in each phase
- Cost per additional hour for each phase (I like additional hours instead of additional meetings because we could use hours for anything, whereas meetings are exclusive)

Initial assessment / evaluation of ESCO potential for the following campuses. For a list of all the

- Any / all additional cost associated for each phase
- Travel rates, projected travel, & total projected cost for travel

Finally include, if any, discounts if awarded Phases 1 – 6, and / or Phases 1 – 5

buildings that could potentially be included on campus, see Attachment A		
Campus	Total Sq. Footage	Likely Range for ESCO Project
University of Southern Maine, Gorham, ME	1,017,754	250,000- 915,825
University of Southern Maine, Portland, ME	1,215,717	250,000- 985,287
University of Southern Maine, Lewiston, ME	132,442	0- 132 <u>,442</u>
		\$
Phase 2 - Scope of Work		\$
Thase 2 - Geope of Work		¥
Phase 3 - RFP Process		\$
Phase 4 - Advisor for Investment Grade Audit	<u>t</u>	\$

Request for Proposal – University of Southern Maine Energy Savir Services	ings Performance Consulting Dated: June 22, 2017	
Phase 5 - ESCO Contract Negotiations	\$	
TOTAL Phases 1, 2, 3, 4, & 5, Include any discounts if applicable:	\$	

Phase 6 - Project Manager

Cost to complete Phase 6 is dependent on the Scope of Work within the University's ESCO RFP to be determined in Phases 2 & 3. Without knowing quantity of work, include hourly rates, travel rates, and any/all administrative cost/overhead/documents. Provide any cost structure(s) for completion of Phase 6, if applicable, for the University to consider to complete Phase 6.

Phase 6 Cost shall be provided in Respondent's format to include all cost that may be needed to complete Phase 6.

#### Appendix D – Economic Impact Evaluation Form

Respondent's Organization Name:	
---------------------------------	--

#### Instructions

Each Respondent will complete the tables below to quantify the Respondent's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract only**, should the Respondent be selected.

<u>Table D1</u> - Recent Economic Impact (Respondent's overall Economic Impact over the past 24-month period)

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 24-month period	\$
Payments made to Maine-based subcontractors in past 24-month period	\$
Payments of State and local taxes in Maine within past 24-month period	\$
Payments of State licensing fees in Maine within past 24-month period	\$
Total <u>Overall</u> Recent Economic Impact	\$

<u>Table D2</u> - Projected Economic Impact (Future 24-month economic impact resulting from the awarded contract for Phases 1, 2, 3, 4, & 5 combined)

Economic Impact Factors	Factors Expressed in Dollars
Salaries to be paid to Maine residents in future 24-month period as a result	
of the awarded contract	\$
Payments made to Maine-based subcontractors in future 24-month period	
as a result of the awarded contract	\$
Payments of State and local taxes in Maine within future 24-month period	
as a result of the awarded contract	\$
Payments of State licensing fees in Maine within future 24-month period as	
a result of the awarded contract	\$
Total Projected Economic Impact Only from Awarded Contract, If	
Selected	\$

# Request for Proposal – University of Southern Maine Energy Savings Performance Consulting Services Dated: June 22, 2017

For the tables above, the following definitions are provided:

- "Respondent": Organization identified on the Proposal Cover Page under "Respondent's Organization Name".
- "Maine resident": Any person whose primary residence is located within the State of Maine.
- "Maine-based": Any organization whose primary operations are located within the State of Maine.
- "Past 24-month period": The past 24-months, starting on the date that the RFP was publicly released.
- "Future 24-month period": A projection for the future 24-month period, starting upon the "Initial Period of Performance" start date Section 1.3.1

#### **Certification Statement**

To the best of my knowledge, all information provided in the Economic Impact Evaluation Form is complete and accurate at the time of submission and I confirm that I am authorized to make such a determination on behalf of my organization.

Date:	
Name and Title (Drinted)	
Name and Title (Printed)	
Authorized Signature	

Request for Proposal – University of Southern Maine Energy Savings Performance Consulting
Services
Dated: June 22, 2017

#### Appendix E – Contract for Services

# UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract for Services Maste	r Agreement ("Agreement" or "Master Agreement") entered into this
, day of,,	, by and between the <b>University of Maine System</b> , hereinafter
referred to as the "University", a	and, hereinafter
referred to as "Contractor".	

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed

Rider A-1 – Pricing

Rider B-1 – Insurance Requirements

Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification

**Contract Amendments** as required

Request for Proposal #112-17 Issue Date June 22, 2017 Titled University of Southern Maine Energy Savings Performance Consulting Services

Contractor's Bid in Response to Request for Proposal #112-17 Proposal Submission Date August 1, 2017 Titled University of Southern Maine Energy Savings Performance Consulting Services

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE,** in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

- 1. <u>Specifications of Work</u>: The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
- 2. <u>Term</u>: This Contract shall commence on <u>January 2, 2018</u> and shall terminate on <u>January 1, 2019</u>, unless terminated earlier as provided in this Contract with option for **four (4) additional one (1) year renewals** upon the parities' mutual agreement.

#### 3. Payment:

- A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- B. "Additional Services" The University will have the option to purchase additional services under this Agreement.
- C. "Multi-Institution Capabilities" University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
- 4. <u>Termination</u>: The <u>Agreement</u> 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.
- 5. <u>Obligations Upon Termination</u>: 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.
- **6. Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
- 7. <u>Conflict of Interest</u>: 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.
- 8. <u>Modification</u>: This Contract may be modified or amended only in a writing signed by both parties.
- 9. <u>Assignment</u>: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
- 10. <u>Applicable Law</u>: This Contract shall be governed and interpreted according to the laws of the State of Maine.

- 11. <u>Administration</u>: <u>Aaron Witham</u> shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
- 12. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
- 13. <u>Indemnification</u>: 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.
- 14. <u>Contract Validity</u>: In the event one or more clauses of this Contract are <u>declared</u> invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
- 15. <a href="Independent Contractor">Independent Contractor</a>: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
- 16. <u>Intellectual Property</u>: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
- 17. Entire Contract: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the

event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.

- 18. <u>Licensing</u>: Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
- 19. Record Keeping, Audit and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
- 20. Publicity, Publication, Reproduction and use of Contract's Products or Materials: Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
- 21. **Confidentiality**: The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
- 22. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- 23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

#### To the University:

University of Maine System Robinson Hall 46 University Drive Augusta, ME 04330

Attn: Contract Administration

#### **To Contractor:**

<<BID INSTRUCTIONS – Bidder to supply information noted below for submission with their proposal/bid. >>

Company Name:

Contact Name:

Address:

**Phone Number:** 

Fax Number:

24. <u>Invoices:</u> Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

University of Maine System Accounts Payable PO Box 533 Bangor, ME 04402

Phone: <u>207-581-2692</u>
Fax: <u>207-581-2698</u>
Email: UMAP@maine.edu

- 25. <u>Order of Precedence:</u> In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
  - A. Terms and conditions of this Agreement
  - B. Rider A Specifications of Work to be Performed
  - C. Rider A-1 Pricing
  - D. Rider B-1 Insurance Requirements
  - E. **Rider B-2** Substitute Form W-9 Taxpayer Identification Number Request & Certification
  - F. Contract Amendments as required
  - G. Request for Proposal 112-17 Issue Date June 22, 2017 Titled University of Southern Maine Energy Savings Performance Consulting Services
  - H. Contractor's Bid in Response to Request for Proposal #112-17 Proposal Submission Date August 1, 2017 Titled University of Southern Maine Energy Savings Performance Consulting Services

**26. Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

The Community College System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off of the University's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

#### 27. Smoking Policy

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

Request for Proposal – University of Southern Maine Energy Savings Performance Consulting Services Dated: June 22, 2017

FOR THE UNIVERSITY OF MAINE FOR THE CONTRACTOR:

#### **Signatures**

SYSTEM:	LEGAL NAME:
BY:	BY:
(signature)	(signature)
Name:	Name:
(print or type)	(print or type)
Title:	Title:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:
Date:	
	Tax ID #:
the expenditure by the University of \$50,0	reement for services that will, or may, result in 00 or more must be approved in writing by the nd if it is not approved, valid or effective until
	d of any University of Maine System agreement valid or effective until such written approval is
	d of any campus specific agreement of \$50,000 fective until such written approval is granted.
BY:	BY:
Title:	Title:
Chief Procurement Officer or designee	Chief Financial/Business Officer or designee
Date:	Date:

# RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

#### **INTENT AND PURPOSE**

The University of Southern Maine seeks Energy Savings Consulting Services. It is the intent of the University to award all Phases listed below to one (1) Owner's Representative / Energy Savings Consultant.

#### **Energy Savings Consulting Services**

The University seeks a highly qualified firm to represent the University as an Energy Savings Consultant, also known as an Owner's Representative. The awarded Consulting Firm will work for the University in all phases of obtaining a third-party Energy Service Company (ESCO) in order to produce an investment grade audit and an energy savings performance contract.

The key tasks the University seeks from the Consulting Firm to assist the University includes, but is not limited to, the following phases:

#### Phase 1 - Evaluation

- Initial assessment / evaluation of ESCO potential, considering building stock, energy demand and energy supply
- Estimates of square footage to assess are provided in Exhibit 1

#### Phase 2 - Scope of Work

- Help determine the scope of work to be performed by an ESCO(s)
  - Determine buildings to be included
  - Determine types of energy systems/infrastructure to be included
- Help determine best approach to completing an RFP for hiring an ESCO(s) and conducting an investment energy audit
  - The University aims to hire an ESCO by September of 2018

#### Phase 3 - RFP Process

- Assist a University-appointed committee in writing the RFP(s) or RFQ(s) required to achieve the tasks of hiring an ESCO(s) and completing an audit
  - Aid in assembling an adequate level of facility data to share with firms in order to garner high quality proposals
    - Assist in compiling and organizing existing utilities information

- Assist in compiling and organizing related University background information
- Assist the University in finding appropriate ESCOs or lists of ESCOs to invite
- Assist the University in response to communication with respondents. Communication may involve the following:
  - Attending the pre-bid conference(s)
  - Helping to respond to written questions
  - Attending oral presentations and asking critical questions
- Assist the University in selecting an ESCO
  - Review all proposals
  - Score proposals based on committee's criteria, including economic and qualification considerations
  - Present comparison summary matrix to committee

#### Phase 4 - Investment Grade Audit (IGA)

- Act in an advisory role to:
  - Aid University in defining parameters for ESCO(s) to carryout an investment grade audit(s)
  - Monitor progress on audit(s) to ensure results will be accurate and actionable
  - Ensure that a valid energy baseline is determined for the sake of accurate measurement and verification of anticipated energy savings performance contract
- Review audit(s) for accuracy
  - Examine engineering models & assumptions
  - o Examine financial models & assumptions
  - Provide detailed analysis including, but not limited to, verification of numbers, tests, assumptions, etc.
- Provide a bias-free detailed report of all ESCO Respondents.
  - o Including ranking of Respondents' Proposals.
- This phase may appear at a different point in the timeline if the University and Owner's rep determine that it should

#### Phase 5 - Contract Negotiations

- Assist the University in negotiating an energy savings performance contract(s) with selected ESCO(s)
- Assist the University in choosing a suite of projects to implement
- Assist the University in establishing reasonable timelines for selected projects
- Help University understand risks and benefits of proposed contract(s)

#### Phase 6 - Project Manager

- Manage implementation of projects
- Review annual measurement & verification reports

- Work with ESCO(s) to adjust baselines if warranted
- Troubleshoot other issues that arise with energy service performance contract(s)

Firms who bid on the Owner's Rep services solicited in this RFP will automatically be excluding their firm from consideration for the future ESCO RFP. In addition, firms will be expected to avoid conflicts of interest with any ESCO or ESCO affiliate that may bid on the ESCO RFP. If such conflict arises during Phases 2 – 6, the awarded Contractor must disclose such conflict(s) and provide how the Contractor will control such conflict(s).

For a proposal to be considered, a firm must bid on Phases 1 through 5. Preference may be given to firms that bid on all the Phases. The University reserves the right to only contract for certain Phases, while doing others "in-house." The University also reserves the right to award different Phases to different firms; however, contracting with one firm is preferred.

#### PRODUCT SCOPE OF WORK:

<< BID INSTRUCTIONS - Bidder to provide product/service scope of work description as part of their proposal/bid submission. >>

**Additional Scope:** The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

**PRICING:** Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

#### PERFORMANCE TERMS AND CONDITIONS

 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 University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator. Request for Proposal – University of Southern Maine Energy Savings Performance Consulting Services

Dated: June 22, 2017

#### RIDER A-1 PRICING

<< BID INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No action needed for Bidder as part of their proposal/bid submission. >>

# RIDER B-1 INSURANCE REQUIREMENTS

<< BID INSTRUCTIONS - Bidder to provide their Contractor's Liability Insurance (CIA)</p>
Form here as part of their proposal/bid submission. The text below will be removed and the CIA form will be inserted as an image under Rider B-1>>

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

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

# Request for Proposal – University of Southern Maine Energy Savings Performance Consulting Services Dated: June 22, 2017

#### **RIDER B-2**

#### **Substitute Form W-9 - Taxpayer Identification Number Request & Certification**

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

Part 1 Tax							
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	-	on providing legal		N			
	-	on providing medic					
	Limited Liabili	-	Company				
		r Not-for-Profit un					
	Government		Entity EIN _				
	Estate or						
	All other		Entities EIN _				
Part 2 Exe	emption:	If and circle your  1. An organizatio 2. The United Sta 3. A state, the Di instrumentalities 4. A foreign gove 5. An internationa 6. Other:	n exempt from ta ates or any of its strict of Columbia rnment or any of al organization or	ption rea ax under lagencies a, a posse its polition	RC section 50 or instrument ession of the last subdivision	talities Jnited States, or as, agencies, or i	
1. The not	alties of perjury, umber shown or ot subject to ba al Revenue Sen the IRS has not	n this form is my c ckup withholding t	pecause: (a) I am n subject to back no longer subjec	exempt up withho	from backup volding as a res	withholding, or <b>(k</b> sult of a failure to	r a number to be issued to me), <b>and</b> b) I have not been notified by the o report all interest or dividends,
Certification	on instructions	s. You must cross	out item 2 above	e if you h	ave been noti	fied by the IRS t	nat you are currently subject to
		se you have failed		-		•	iat you are carronly capped to
Signature of	of U.S. person:					Date:	
Please ret	urn this form v	vith the attached	contract. Thank	you for	your cooper	ation.	
		or Services		2015)		Ра	ge <b>41</b> of <b>47</b>

#### Appendix F – Certificate of Insurability Form

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations	\$1,000,000 per occurrence or more
	(Written on an Occurrence-based form) (Bodily Injury and Property Damage)	
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

Request for Proposal – University of Southern Maine Energy Savings Performance Consulting Services

Dated: June 22, 2017

#### Appendix G – Organization Reference Form

Respondent's Organization Name:
<b>INSTRUCTIONS</b> : Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein We strongly prefer references from higher education institutions similar in size and requirements to the
University of Maine System, including those with multi-campus integrated solutions.
We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).
REFERENCE #1
Institution/Company Name
Contact Name
Contact Title
Contact Phone Number
Contact eMail Address
Relationship Length
REFERENCE #2
Institution/Company Name
Contact Name
Contact Title
Contact Phone Number
Contact eMail Address
Relationship Length
REFERENCE #3
Institution/Company Name
Contact Name
Contact Title
Contact Phone Number
Contact eMail Address
Relationship Length
REFERENCE #4
Institution/Company Name
Contact Name
Contact Title
Contact Phone Number
Contact eMail Address
Relationship Length

## Request for Proposal – University of Southern Maine Energy Savings Performance Consulting Services Dated: June 22, 2017

# Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name:
---------------------------------

<u>INSTRUCTIONS</u>: 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. Please list the answers to your questions after the question or number the answers so that they can be easily attributed to the relevant question.

#### **QUESTIONS**:

- 1. Provide a statement describing your company, including name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held? Include credentials for energy engineering expertise. Include your firm's Dun & Bradstreet number, if available.
- 2. If subcontractors / consultant(s) are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications. Include the following information:
  - a. Outline the contractual relationship between your firm and each subcontractor
  - b. Identify specific subcontractors and specific requirements/services of this RFP for which each subcontractor will perform
  - c. Provide copies any required licenses for any subcontractor that may perform services of this RFP

Note: Awarded firm will not allow any subcontractor to commence work until all University insurance requirements have been completed to the University's satisfaction.

- 3. Describe your experience with demand side projects aimed at reducing energy and carbon emissions. Please include account sizes and types of projects.
- 4. Describe your experience with supply side projects aimed at reducing energy and carbon emissions. Please include account sizes and types of projects.
- 5. Provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 6. Describe your experience offering a solution for the business requirements identified in this document within higher education and / or non-profit organizations. Provide a client list that includes any and all higher education clients, along with the estimated project size (in dollars or energy savings per time period) and the type of project carried out with each client.
- 7. Describe your experience with energy saving performance contracts that provide upfront capital to the customer for completing a project and then rely on the customer to pay savings back to the ESCO.
- 8. Describe your <u>experience</u> with other types of financing mechanisms for energy savings, if any. Include any credentials for financial expertise.
- 9. Describe your experience analyzing carbon emissions from energy projects.
- 10. Describe your experience/knowledge of Maine's tax incentives and rebates for energy projects (including State and Efficiency Maine).

### Request for Proposal – University of Southern Maine Energy Savings Performance Consulting Services Dated: June 22, 2017

- 11. Describe your experience/knowledge of the United States Department of Energy's energy efficiency or sustainability incentive programs?
- 12. Provide a statement that explains why your company would be most qualified to provide services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.
- 13. Describe your firm's understanding of the current higher education needs for providing the services described in **Specifications / Scope of Work** detailed in this document. Include in your response what challenges do higher education organizations face in this area and how would your solution support our goals?
- 14. Describe any experience you have ensuring that your clients' energy projects incorporate education/engagement opportunities for students and how you would incorporate students into this project.
- 15. Provide a detailed statement describing your firm's technical proposal. Include time-lines, projected required personnel and schedules for completing the project:
  - a. Specify the methodology and strategy the firm would propose to carry out the work for the tasks outlined in the scope of work.
  - b. Provide for each Phase, the following: University responsibilities, your Firm's deliverables, communication / coordination method and how many meetings.
  - c. Explain how you propose to communicate with the University efficiently and effectively in order to minimize wasted time, confusion, redundancy, and loss of important details. Explain your preference for and comfort level for using various file sharing platforms like Google Docs, Microsoft Box, or others.
- 16. Describe the team you would use for this project:
  - a. Describe the structure of the team working on the project, including responsibilities of each individual, who reports to whom, and where, geographically, each team member is based. Include subcontractors / consultant(s) in the team structure if you plan to use them.
  - b. Provide résumés for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of this document. Résumés shall include education, experience, license, and/or certifications of each individual. Certified Energy Managers, Certified Measurement & Verification Professionals, and licensed engineers are especially beneficial.
- 17. List all ESCOs that your firm is currently receiving financial compensation from and/or sharing business ownership with.
- 18. Explain how your firm would segregate its work to avoid any potential conflict of interest with current or future ESCOs and any ESCO business partner(s).
- 19. Financial Stability: No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.

#### **Attachment A - BUILDING INVENTORY**

	Aim #	BId#	Gorham	Built	#Flrs	
1	0001	6X001	ACADEMY BUILDING-100 SCHOOL ST.( 999 YEAR	1806	4	7,126
2	0501	6G501	ANDERSON HALL- 40 CAMPUS AVE.	1963	6	29,293
3	0540	6G540	ADMISSIONS PHINNEY HOUSE- 149 STATE ST.	1900	4	10,946
4	0528	6G528	ADMISSION BARN- 10 HUSKEY DRIVE		2	2,194
5	0507	6G507	ART GALLARY-5 UNIVERSITY WAY	1821	1	2,620
6	0516		BAILEY HALL-16 UNIVERSITY WAY- Classroom wing	1958	6	144,374
			Library Wing	1961		100
			Science Wing	1969		
7	0549	6G549	BASEBALL PRESS BOX-36 BALL FIELD RD			5- <del>-</del>
8	0550		BASEBALL STADIUM- 38 BALL FIELD RD		- 9	6,787
9	0517		BROOKS STUDENT CENTER- 32 CAMPUS AVE.	1970	4	45,700
10	0519		CARPENTRY SHOP-36 UNIVERSITY WAY EXT.	1010	2	2,986
11	0503		CENTRAL HEAT PLANT- 37 UNIVERSITY WAY EXT.	1963	1	2,303
12	0495		CORTHELL HALL - 13 UNIVERSITY WAY	1878	4	47,971
13	0524		7 COLLEGE AVE.	1070	4	7,063
14	0496		19 COLLEGE AVE.		3	4,109
15	0525		51 COLLEGE AVE.		4	10,204
16	0542		COSTELLO- FIELD HOUSE-43 CAMPUS AVE.	1997	2	87,921
2.4						
17	0502		COSTELLO- HILL GYM-47 CAMPUS AVE.	1963	2	43,588
18	0541		COSTELLO-ICE ARENA-55 CAMPUS AVE.	1997	3	49,326
19	0543		DRAWING STUDIO-49 UNIVERSITY WAY	-	2	3,696
21	0537		DUG OUT AKA 1ST BASE			() 4
22	0538		DUG OUT AKA 3 RD BASE	0044		7.000
23	0551		FACILITIES MANAGEMENT- 30 UNIVERSITY WAY EX	2011	2	7,283
24	0536		HAZARDOUS WASTE BUILDING -38 UNIVERSITY	7.2	1	416
25	0497	6G497	JOHN MITCHELL CENTER- 67 CAMPUS AVE.	1965	4	63,185
26		6G504	MAINTENANCE TRADES BUILDING-31 UNIVERSITY			4,043
	0504		WAY EXT.	2007	2	V-02501500010
27	0510	6G510	MCLELLAN HOUSE- 140 SCHOOL ST.	1773	4	7,424
28	0546		PHILIPPI HALL- 19 CAMPUS AVE.	2004	4	60,074
29	0506	6G506	PRESIDENT'S HOUSE- 37 COLLEGE AVE.	1906	4	10,543
30	0508		PRINT MAKING STUDIO-47 UNIVESRSITY WAY	1911	2	1,555
31	0514	6G514	UPPER CLASS HALL- 25 HUSKEY DRIVE	2007	5	101,929
32	0539	6G539	PUBLIC SAFETY-28 HUSKEY DRIVE	2005	1	6,271
33	0532	6G532	RECREATIONAL STORAGE 1			
34	0533	6G533	RECREATIONAL STORAGE 2			. X <u>2</u>
35	0522		ROBIE(1897)-ANDREWS(1916) DORM-39 UNIVERSITY V	1897	6	76,859
36	0505	and the best best builded by the best best best by	RUSSELL HALL-24 UNIVERSITY WAY	1931	4	29,467
37	0545		62 SCHOOL ST.	1910	3	3,336
38	0544			1900	3	9,005
39		6G548		1958	3	4,144
40	0552		SALT SHED STORAGE- 40 UNIVERSITY WAY EXT.	1000	<del></del>	2,000,000
41	0523		UPTON (1960) HASTINGS(1968)-52 UNIVERSITY WAY	1960	6	102,656
42	0515		WATER TOWER- 24 WATER TOWER RD	1958		102,030
43	0530		WELDING SHED- 45 UNIVERSITY WAY	1000	1	576
44	0500		WOODWARD HALL - 20 UNIVERSITY WAY	1955	4	20,781
44	0300	64300	WOOD WAND DALL - 20 ONIVERSITE WAT	1555	4	20,781
	-		GORHAM TOTAL	-		1,017,754
			GODDAM TOTAL			1,017,734

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	Aim#	Ыд#	Portland	Built	#Flrs	Gross Sq. F
33			ABROMSON CENTER- 88 BEDFORD ST. INCLUDES	18		
1		6P061	PEDESTRIAN WALKWAY	2004	3	44,124
2	0008	6P008	92 BEDFORD ST.	1928	4	6,730
3	0009	6P009	94 BEDFORD ST.	1925	4	3,092
4	0099	6P099	98 BEDFORD ST.	1925	4	3,213
5	0024	6P024	102 BEDFORD ST.	1920	4	3,895
6	0026	6P026	106 BEDFORD ST.	1924	4	4,105
7		6P033	118 BEDFORD ST.	1000	4	4,385
8		6P010	120 BEDFORD ST.	1923	4	7,095
9		6P025	126 BEDFORD ST.	1930	4	5,371
10		6P003	23 BRIGHTEN AVE. (DEERING FARM HOUSE 1807)	1807	3	3,023
11		6P006	CENTRAL HEAT PLANT -30 DURHAM	1964	2	4,249
19200						
12		6P090	1 CHAMBERLAIN	1935	4	5,244
13		6P023	7 CHAMBERLAIN	1930	4	3,348
14	0091	6P091	11 CHAMBERLAIN	1930	4	3,260
15	0095	6P095	15 CHAMBERLAIN	1932	4	3,996
16	0101	6P101	19 CHAMBERLAIN	1930	4	3,338
18	0100	6P100	209 DEERING AVE.	1929	4	3,864
19	0012	6P012	222 DEERING AVE.	1951	2	2,792
20	0030	6P030	228 DEERING AVE.	1900	3	3,842
21	0098	6P098	39 EXETER	1900	4	2,768
22	0015	6P015	45 EXETER	1923	4	2,403
23	0021	6P021	47 EXETER	1900	4	4,175
24	0027	6P027	49-51 EXETER	1900	4	4,364
25	0018	6P018	55 EXETER	1927	4	5,939
26	0092	6P092	59 EXETER	1924	4	6,591
27	0031	6P031	63-65 EXETER	1916	4	2,658
28	0040	6P040	FACILITIES MANAGEMENT - 25 BEDFORD ST.	1946	2	9,744
30	0037	6P037	GLICKMAN LIBRARY -314 FOREST AVE.			123,399
		6P037-1	OSHER MAP ADDITION - 16 BEDFORD ST.	2005		- 50
32	0017	6P017	LAW SCHOOL BUILDING - 246 DEERING	1970	8	92,824
			ADDITION LAW LIBRARY	1991		
33	0002	6P002	LUTHER BONNEY - 85 BEDFORD ST.	1964	7	76,554
34		6P035	MASTERTON HALL - 71 BEDFORD ST.	1987	5	35,613
35	0001	6P001	PAYSON SMITH - 96 FALMOUTH ST.	1960	4	52,606
36			SALT SHED -28 DURHAM			
37	0013	6P013	SCIENCE BUILDING	1969	7	142,713
38		6P013-1	B-WING	1975		76
39		6P013-2	C-WING	1999		-5.
40	0014	6P014	SULLIVAN GYM -66 FALMOUTH ST	1969	3	61,726
		6P014-1	MEDIA STUDIES - 21 DURHAM ST (ADDITION)	1986		2
41	0039	6P039	WISHCAMPER- 33 & 44 BEDFORD ST.	2005	6	57,737
42	0007	6P007	WOODBURY CAMPUS CENTER 35 BEDFORD ST.	1946	2	28,256
43	0060	6P060	USM PARKING GARAGE - 88 BEDFORD ST.	2004	5	386,681
			PORTLAND TOTAL			1,215,717

- 124	Aim #	Bld #	Gorham	Built	# Flrs	Gross Sq. Ft
1	0075	6L075	LEWISTON-AUBURN COLLEGE	1988	2	132,442
			LEWISTON-AUBURN COLLEGE TOTAL			132,442
33		-		4: 4:		l <sub>i</sub>