



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

University of Southern Maine Audit & Energy  
Savings Performance Contract

RFP #2019-048

**Issued Date:** February 4, 2019

**Response Deadline Date/Time:** March 15, 2019

**Response Submission Information:**

Submitted electronically to [rachel.piper@maine.edu](mailto:rachel.piper@maine.edu)  
Email Subject Line – USM Audit & Energy Savings - RFP#2019-048

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Rachel Piper  
Email: [rachel.piper@maine.edu](mailto:rachel.piper@maine.edu) Phone: (207) 780-5633

Table of Contents

**1.0 INTRODUCTION..... 3**

**1.1 Definitions, Background, Purpose and Specifications ..... 3**

**1.2 General Information..... 9**

**1.3 General Submission Provisions ..... 12**

**2.0 EVALUATION AND AWARD PROCESS..... 15**

**2.1 Evaluation Criteria ..... 15**

**2.2 Award ..... 17**

**2.3 Negotiations ..... 17**

**2.4 Award Protest ..... 17**

**3.0 RESPONSE FORMAT REQUIREMENTS..... 19**

**3.1 General Format Instructions ..... 19**

**3.2 Response Format Instructions..... 19**

**APPENDIX A – UNIVERSITY OF MAINE SYSTEM RESPONSE COVER PAGE..... 21**

**APPENDIX B – PROPOSER’S LEGAL STATUS DISCLOSURE ..... 22**

**APPENDIX C – PROPOSER’S CERTIFICATION ..... 26**

**APPENDIX D – DEBARMENT, PERFORMANCE AND NON-COLLUSION CERTIFICATION ..... 27**

**APPENDIX E – RESPONSE TO QUESTIONS & INFORMATION REQUESTS ..... 28**

**APPENDIX F – COST AND PRICING..... 43**

**APPENDIX G – TECHNICAL FACILITY PROFILE ..... 46**

**APPENDIX H – CONTRACT TERMS AND CONDITIONS ..... 65**

**APPENDIX H-1 SPECIAL CONTRACT TERMS AND CONDITIONS FOR INVESTMENT GRADE AUDIT AND PROJECT PROPOSAL CONTRACT ..... 72**

**APPENDIX H-2 SPECIAL CONTRACT TERMS AND CONDITIONS FOR ENERGY SAVINGS PERFORMANCE CONTRACT..... 77**

## 1.0 INTRODUCTION

### 1.1 Definitions, Background, Purpose and Specifications

#### 1.1.1 Definitions

The University of Maine System, on behalf of the University of Southern Maine, will hereinafter be referred to as the "University".

Respondents to this RFP shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Contract is awarded shall be referred to as the "Contractor" or "ESCO".

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

The Energy Savings Performance Contract may be referred to as "ESPC".

Total Project Investment refers to the total initial implementation costs of the ECMs.

#### 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.*

## **Campus thumbnails**

### **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 9,000 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 Maine System on behalf of the University of Southern Maine (hereinafter referred to as the "University") seeks proposals from Energy Services Companies to implement an Investment Grade Audit and Project Proposal Contract and Energy Savings Performance Contract at The University of Southern Maine (USM) Portland and Gorham campuses. The ESCO will identify and implement Energy Conservation Measures (ECMs) to reduce operational costs at the identified University facilities. The guaranteed annual cost savings resulting in the project measures will meet or exceed the annual financing payments over the entire project term.

The University desires to implement energy efficiency, sustainability, and renewable energy upgrades at the Portland and Gorham campus buildings related to the building envelope, HVAC, lighting, and energy management systems. The alternative financing mechanism, through an ESPC is the preferable way to implement these projects, such that the annual guaranteed cost savings of the project will meet or exceed annual finance payments to a lending institution.

The energy efficiency and sustainability projects resulting from this ESPC will assist greatly in the University's mission to meet the 2040 energy and sustainability goals set forth by the University and its leadership.

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 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****ENERGY SAVINGS PERFORMANCE CONTRACT PROJECT PHASES****1. Investment Grade Audit and Project Proposal Phase**

To the extent that terms are not established and agreed to as set forth in Appendix H and Appendix H-1, the University and ESCO shall enter into good faith negotiations for an Investment Grade Audit and Project Proposal Contract for Phase 1 after Notice of Award to the Contractor. The University and Respondent agree to and agree that any such Contract shall include the terms set forth in Appendix H and Appendix H-1. The University and ESCO shall execute an Investment Grade Audit and Project Proposal Contract prior to commencement of the Investment Grade Audit phase.

**2. Construction/Implementation/Commissioning/Financing Phase**

Following the University's determination of successful completion and acceptance of the Investment Grade Audit and Project Proposal Contract for Phase 1, the University and ESCO may enter into good faith negotiations for an Energy Savings Performance Contract for Phase 1. The University and Respondent agree to and agree that any such Energy Savings Performance Contract shall include the terms set forth in Appendix H and Appendix H-2. Under the Energy Savings Performance Contract for Phase 1, the Contractor shall be required to execute the Savings Measurement & Verification (M&V) plan developed and approved in the Investment Grade Audit per the most recent IPMVP guidelines for MV of annual guaranteed savings.

**3. Financing Contract.**

The Contractor may be required to solicit bids from a minimum of three financing companies, prior to negotiation of the Energy Savings Performance Contract.

**4. Phase 2 - Investment Grade Audit and Project Proposal Phase & Construction/Implementation/Commissioning/Financing Phase**

Upon the University's determination of successful completion and acceptance of the Investment Grade Audit and Energy Savings Performance Contract for Phase 1, University and ESCO shall extend on identical financial and pricing terms and otherwise substantially similar terms to the Phase 1 Investment Grade Audit and Energy Savings Performance Contract, the Phase 2 Investment Grade Audit and Project Proposal Contract to govern the completion of the related Phase 2 work. Similarly, upon successful completion and acceptance of the Investment Grade Audit and Project Proposal Contract for Phase 2, the University and ESCO shall extend on identical financial and pricing terms and otherwise substantially similar terms to the Phase 1 Energy Savings Performance Contract, the Phase 2 Energy Savings Performance Contract for Phase 2 work. Again, the Contractor may be required to solicit bids from a minimum of three financing companies, prior to negotiation of the Phase 2 Energy Savings Performance Contract. Under the Energy Savings Performance Contract for Phase 2, the Contractor shall be required to execute the Savings Measurement & Verification (M&V) plan developed and approved in the Investment

Grade Audit per the most recent IPMVP guidelines for MV of annual guaranteed savings.

**CONTRACTOR SERVICES**

Contractor must have the demonstrated capability in engineering and management to provide a broad range of services. Services may include but are not limited to the following:

Investment Grade Audit and Project Proposal Phase

- general Investment Grade Audit services to evaluate costs and savings of a variety of energy efficiency and sustainability projects
- facility baseline analysis and benchmarking
- detailed utility bill analysis
- development of energy models (if necessary)
- energy/operational savings analysis
- measurement & verification (M&V) plan development
- ECM cost/pricing development
- project economic & financial modeling

Construction/Implementation/Commissioning and Financing Phase

- access to financing from credible companies
- engineering design
- equipment procurement and purchasing
- construction management
- hazardous waste disposal or recycling
- commissioning and M&V
- staff training on routine maintenance and operation of systems
- occupant training (if necessary)

Performance Period Phase

- continuing operations and maintenance for all improvements
- guarantee of performance and cost savings for the entire term of the contract
- measuring/monitoring and verification for reporting of ECM savings and operational performance
- allow for independent review of M&V reports (which documents ESCO guaranteed savings per year)
- monitoring and reporting of emissions reductions
- maintaining long-term, high-efficiency performance of buildings (depending on Contractual obligations).

Contractor must have the technical capability to address a broad range of systems including, but not limited to:

- Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- Central Plants. Distribution systems, cogeneration systems, etc.
- Lighting systems. Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- Electrical distribution systems. Transformer replacements, etc.

- Building envelope. Windows, insulation, weatherization, etc. (It is recognized that window replacements are rarely cost-effective but could be considered as part of an overall comprehensive plan.)
- Specialty Systems: laundry equipment, kitchen equipment
- Water and Sewage Systems. Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, and irrigation system controls or modifications.
- Renewable Energy Systems (e.g. solar PV, solar thermal, ground source heat pumps, wind power, biomass, etc.)

### BUILDINGS, FACILITIES AND APPROACH

All facilities that are being considered for this performance contract are owned, managed or operated by the University. Specific facilities under consideration for the ESPC project and that are operated by the University are listed below as well as in **Attachment G: Technical Facility Profile**. Additional facilities not yet identified that are owned and/or managed by the University during the term of the Phase 1 or Phase 2 Investment Grade Audit and Energy Savings Performance Contract or Phase 1 or Phase 2 Energy Savings Performance Contract may be included in the scope of work through a contract amendment.

This ESPC project will be implemented in a 'phased' approach:

1. Phase 1: Pilot Project Phase – 2 facilities
2. Phase 2: Full Project Phase – 12 facilities

The objective of issuing this RFP is to upgrade facilities through a guaranteed Energy Savings Performance Contract, sometimes also referred to as Performance Contracting. The University is interested in contracting for a full range of energy services and energy-related capital improvements ("Energy Conservation Measures" or "ECMs"), financed through a guaranteed energy savings contract at no up-front capital cost to the University, for the project sites listed in this section and in **Appendix G**.

Phase Number	Building Description	Campus	Type	Square Footage
1	Anderson Hall	Gorham	Dormitory	29,000
1	Bailey Hall	Gorham	Academic	144,000
<b>Sub-Total</b>				<b>173,000</b>
2	Payson Smith Hall	Portland	Academic	52,600
2	Luther Bonney Hall	Portland	Academic	76,500
2	Science Building	Portland	Academic/Lab	142,700
2	Glickman Hall/Osher Map Library	Portland	Academic/Library	132,400
2	Wishcamper Center	Portland	Academic	57,700
2	Woodward Hall	Gorham	Dormitory	20,800
2	Costello Sports Complex	Gorham	Gym/Track/Ice Arena	180,700
2	Robie-Andrews Hall	Gorham	Dorm/Crafts-Ceramics	76,800
2	Brooks Campus Center	Gorham	Student Center-Services	45,700
2	Upton-Hastings Hall	Gorham	Dorm/Student Services	102,600
2	Central Heating Plant	Portland	Steam Heating Plant	2,300
2	Central Heating Plant	Gorham	Hot Water Heating Plant	2,300
<b>Sub-total</b>				<b>893,100</b>
<b>TOTAL</b>				<b>1,066,100</b>

For Phase 1 (AKA a "Pilot" Phase) the University will be including Anderson Hall (dormitory facility) and Bailey Hall (academic facility) on the Gorham campus. These two facilities combine for a total of 173,000 square feet.

Phase 2 will include the remaining buildings on the list in this section, which totals 893,100 square feet. These facilities are divided between the Portland Campus and the Gorham campus and are a mix of academic buildings and laboratories, dormitories, recreational facilities and sports complexes, student service centers, and the central plants.

### **Important Notes on Project Phases**

The USM ESPC Phase 2 project will only begin after the Investment Grade Audit, construction, commissioning, and first full performance year of Measurement & Verification of savings has been completed for Phase 1 AND has been deemed satisfactory by the University. The University reserves the right in its sole discretion to not pursue any or all of a Phase 2 project or to pursue the Phase 2 work through another contractor.

Should the University decide to continue on to a Phase 2 project with the ESCO, the selected ESCO may be used, at which time the Phase 2 Investment Grade Audit and Project Proposal Contract and Energy Savings Performance Contract may be negotiated and executed to cover Phase 2 in accordance with Section 1.1.4.4. The University also reserves the right to pursue a Phase 2 project with a different contractor of its choosing.

The Investment Grade Audit and Energy Savings Performance Contracts and Energy Savings Performance Contracts can be amended at any time during the initial performance contract term to address other buildings or new projects. The University reserves the right to reduce the scope of work, to conduct the work in phases or to segment work in facilities based on technological improvements.

### **Utility Rebates & Incentives**

Contractor must diligently pursue any local utility incentive programs, grants, or assignment of tax benefits, as applicable. Detailed information concerning these programs may be obtained directly from the utilities or other funding sources. Contractor will deduct any utility incentives from the Total Project Investment. All grants and other funding sources must entirely be passed through to the University. The selected Contractor will be required to secure and maximize the usage of all applicable utility incentives available for this project.

### **Identification of preliminary ECMs**

The University expects the Contractor to individually propose innovative ways to reduce current energy usage and costs and propose creative solutions to operational problems and maintenance issues. A full list of preliminary conservation measures already identified at the facilities are listed in **Appendix G**. This preliminary ECM list serves as beneficial information only. The University does not warrant the accuracy of such information and the Contractor is responsible for validating all preliminary ECM information provided by the University.

For ease of comparison of qualitative technical evaluation between each Respondent' proposals, the Contractor shall consider the following list of energy conservation measures (ECMs):

- **All Buildings**
  - Energy Efficient Lighting Upgrades
  - Lighting Control System Upgrades

## 1.2 General Information

### 1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent shall enter into good faith negotiations with the University for an Investment Grade Audit and Project Proposal Contract, which the University and Respondent agree shall include the terms set forth in Appendix H and Appendix H-1. The University's obligations under all Contracts contemplated by this RFP are subject to continued availability of funding and satisfactory performance of ESCO.

The Contracts entered into by the University and ESCO shall consist of the Contract, the RFP, the ESCO's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Contract requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

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

1. Contract Amendments/Modifications (as required)
2. Special Contract Terms (Appendix H and H-1 or H-2, as appropriate)
3. Contract
4. University's RFP
5. Respondent's Proposal. Submitted in response to RFP Contract

1.2.1.2 By submitting a response to this Request for Proposal, bid or other offer to do business with the University your entity as Respondent understands and agrees that:

- a. The provisions set forth in Appendix H and H-1 and H-2, as applicable, shall be 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 Respondent's Proposal; and that your entity will not propose or demand any contrary terms during good faith negotiations;
- b. **Section 1.2.1.1** will govern the interpretation of such Contract;
- c. Your entity agrees that the resulting Contract 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 Contract 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 University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless University in any and all legal actions that seek to compel University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between University 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](http://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 Contract 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 Contract 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 Contract(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 in the winning Respondent's submission in Appendix F shall remain firm for all Phase 1 and Phase 2 work.

**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 Contract 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 Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

**1.2.10 Environmental Compliance**

In the event that the resulting Contract involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement

and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Contract, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

## 1.3 General Submission Provisions

### 1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.3.7	RSVP for Attendance at Pre-Bid Conference	February 8, 2019
Section 1.3.7	Respondents' Pre-Bid Conference (Attendance Required) <b>(subject to change)</b>	February 15, 2019 8:00 – 12:00 a.m. EST
Section 1.2.2	Deadline for Written Inquiries/Questions	February 22, 2019
Section 1.2.2	Response to Written Inquiries/Questions	March 1, 2019
Section 1.2.2	Deadline for Proposal Submission	March 15, 2019
Section 1.3.8	Estimated Respondent Presentation Date <b>(subject to change)</b>	March 27 - 28, 2019
Section 2.2	Award Announcement <b>(subject to change)</b>	Week of April 15, 2019
	Estimated Contract Start Date <b>(subject to change)</b>	April 29, 2019

### 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.

### 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' 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 Contract to that/those Respondent(s).

#### 1.3.8 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.
- 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).

### 1.3.9 Proposed Project Schedule

The following schedule is the proposed schedule for only phase 1 of the scope, which is comprised of Bailey Hall and Anderson Hall. If the University decides to continue with phase 2 of the scope, it will be after the following activities are complete and the results are satisfactory to the University. This schedule is subject to change.

Phase	Activity	Date
RFP Phase	RFP Response Review, Contractor Selection, and Award	JAN 2019 – APR 2019
Investment Grade Audit Phase	Perform IGA	APR 2019 – SEP 2019
Energy Savings Performance Contract Phase	Contract Negotiations, Financing, and Board of Trustees Approval	OCT 2019 – JAN 2020
Construction Phase	ECM Installation	MAR 2020 – MAR 2021
Performance Period Phase	Annual Measurement & Verification of Savings	APRIL 2021 - TBD

**Note: This schedule is subject to change.**

## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

The University will NOT 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 NOT be given another opportunity to modify pricing once submitted.

#### 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 evaluation criteria and scoring:

Evaluation Appendices	Category	Maximum Points
Appendix E	Project Management	30
Appendix E	Performance Contracting Capability, Technical Approach and Other Considerations	30
Appendix E	Financial Approach	10
Appendix E	Value Added	10
	Cost Evaluation (Maximum 20 points as set forth below)	
Appendix F	Maximum Dollar value of <b>Investment Grade Audit &amp; Project Development Fee</b> (per SF) (IGA Walk-Away Fee)	10
Appendix F	Maximum <b>Mark-Up for Construction</b> - Energy Savings Performance Contract	10
<b>Total Points</b>		<b>100</b>

#### Evaluation Criteria & Scoring (Appendix E)

The Evaluation Team will use a consensus approach to evaluate and assign evaluation points for Project Management, Performance Contracting Capability & Technical Approach, Financial Approach and Value Added. Reference checks will be performed on the top Respondent(s) only when determined to be necessary by consensus.

#### Project Management (Maximum 30 Points)

Criterion
A. Firm's General Approach to Performance Contracting
B. Project List
C. Other Projects
D. Project References
E. Project Cancelations and Non-Renewals
F. Project History and Client Reference Form
G. Annual Energy Savings Data Form
H. Qualifications of the Firm or Team
I. Project Team Members
J. Financial Qualifications & Stability of the Firm
K. Industry Accreditations
L. Compliance with Requirements

**Performance Contracting Capability & Technical Approach (Maximum 30 Points)**

Criterion
A. Performance Contracting Capability Approach
B. Performance Technical Approach
C. Financing Company
D. Site-Specific Approach
E. Management and Staffing for this Project
F. Management

**Financial Approach (Maximum 10 Points)**

Criterion
A. Markup Approach
B. Project Price – Direct Costs Approach
C. Contingency Approach
D. Equipment / Labor Cost Competition Approach
E. Self-Performed Work or Subcontracts Approach

**Value Added (Maximum 10 Points)**

Criterion
Value Added

**Evaluation Criteria & Scoring (Appendix F)**

The Evaluation Team will use a consensus approach to evaluate and assign evaluation points for cost evaluation which is comprised of Maximum Dollar value of Investment Grade Audit & Project Development Fee (per SF) (IGA Walk-Away Fee) and Maximum Mark-Up for Construction - Energy Savings Performance Contract.

**Cost Evaluation (Maximum 20 Points)**

The Cost Evaluation section will be assigned evaluation points based on a mathematical formula. The lowest numerical response by a Respondent will be awarded the total points. Responses of Respondents with higher numerical response values will be awarded proportionately fewer points calculated in comparison with the lowest numerical response.

- Maximum Dollar value of **Investment Grade Audit & Project Development Fee** (per SF) (IGA Walk-Away Fee)

*The total cost proposed for conducting all the functions specified 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 10  
Points = pro-rated score*

- **Maximum Percent Mark-up - Energy Savings Performance Contract**

*The total percent mark-up proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest percent Mark-Up response(s) will be awarded the total points. Responses with higher percent Mark-up values will be awarded proportionately fewer points calculated in comparison with the lowest percent Mark-Up response.*

*The scoring formula is:*

*(Lowest submitted percent Mark-Up / percent Mark-Up being scored) x 10 Points = pro-rated score*

## **2.2 Award**

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Contract(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

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 Contract 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 and may not vary the terms set forth in Appendix H and Appendix H-1 or H-2, as appropriate. 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 or that includes terms that vary from Appendix H and Appendix H-1 or H-2, as appropriate. In the event that an acceptable contract for any portion of the work cannot be negotiated with the selected 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. Further information regarding the appeal process can be found at

[http://staticweb.maine.edu/wp-content/uploads/2015/07/APL\\_VII-A\\_20150630-FINAL.pdf?565a1d](http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d)

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 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.

#### 3.1.3 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 - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Proposer's Legal Status Disclosure
- 3.2.1.4 Insert Appendix C – Proposer's Certification
- 3.2.1.5 Insert Appendix D - Debarment, Performance and Non-Collusion Certification

**3.2.2 Section 2 – Response to Questions & Information Requests**

- 3.2.2.1 Label this response - Section 2 – Questions & Information Requests
- 3.2.2.2 Insert Appendix E – Response to Questions & Information Requests

**3.2.3 Section 3 – Cost and Pricing**

- 3.2.3.1 Label this response - Section 3 – Cost and Pricing
- 3.2.3.2 Insert Appendix F – Cost and Pricing

## APPENDIX A – UNIVERSITY OF MAINE SYSTEM RESPONSE COVER PAGE

RFP # 2019-048  
USM Audit & Energy Savings Performance Contract

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 quote deadline date. Upon selection by the University, Respondent’s pricing shall remain firm for Phase 1 and Phase 2 work.
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 provisions set forth in Appendix H shall be 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. **Section 1.2.1.1** will govern the interpretation of such Contract;
  - c. Your entity agrees that the resulting Contract 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 Contract 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.

*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

## APPENDIX B – PROPOSER’S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the proposer’s regular employees regularly in attendance to carry on the proposer’s business in the proposer’s own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Does the proposer have a “permanent place of business” in Maine, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

\_\_\_\_\_

**IF A CORPORATION:**

Proposer’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

Does the proposer have a “permanent place of business” in Maine, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Proposer’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Names of All Current Manager(s) and Members

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

Does the proposer have a “permanent place of business” in Maine, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

\_\_\_\_\_

**IF A PARTNERSHIP:**

Proposer’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Names of All Current Partners

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

Does the proposer have a “permanent place of business” in Maine, as defined above?

\_\_\_\_\_ Yes                  \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

\_\_\_\_\_

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(signature)

Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized  
Representative

\_\_\_\_\_  
Title of Proposer's Authorized  
Representative

\_\_\_\_\_  
Date

## **APPENDIX C – PROPOSER’S CERTIFICATION**

**Intentionally Left Blank**

## APPENDIX D – DEBARMENT, PERFORMANCE AND NON-COLLUSION CERTIFICATION

**University of Maine System**  
**DEBARMENT, PERFORMANCE and NON-COLLUSION**  
**CERTIFICATION**  
RFP # 2019-048  
USM Audit & Energy Savings Performance Contract

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 E – RESPONSE TO QUESTIONS & INFORMATION REQUESTS

### GENERAL SUBMISSION INSTRUCTIONS

- All instructions provided in RFP Section 3.0 must be followed when preparing your submission. This section is meant to provide additional clarifications in a narrative format, regarding your approach to each of the topics provided, for evaluation as outlined in Section 2.1.1.
- Please number and re-state each subheading or question, below, followed by your response.
- Number all pages.

### PROJECT MANAGEMENT

#### A. FIRM'S GENERAL APPROACH TO PERFORMANCE CONTRACTING

Describe performance contracting from your firm's perspective, describing your phases and your firm's ability to support each of the phases. Provide a stand-alone overview, maximum of 5 pages, using any order or format to present your company as you wish.

Include highlights on company background, market sectors served, company strengths and areas of expertise. Also include your general approach to performance contracting: typical phases for a project and ability to support each phase (Project Development, Energy Auditing, Performance/Savings Guarantee, Financing, Construction, Commissioning, Measurement and Verification, Client Staff/Occupant Training, Post-construction Maintenance Support).

The purpose of this overview is to provide a good introduction of your firm to the evaluation committee.

- B. PROJECT LIST.** List all energy savings performance contracts that your firm or personnel have managed within the last five years. Include list as shown below. Truncate the list at one page. Please insert an asterisk next to each project that includes renewable energy generation.

#### PERFORMANCE CONTRACTING PROJECTS

Project Name	City, State	Total Project \$	Month/Year Started- Month/Year Completed

All projects listed should be those conducted only by your firm. If you deem it relevant to list projects under contract to a different firm, clearly identify the name of firm responsible for the project and indicate why you're including it as a reference for your company and for this project.

#### C. OTHER PROJECTS (only if deemed relevant to this project)

If desired, also list related projects deemed relevant to this work, particularly those managed in the state. Include list as shown below.

Project Name	Project Type	City and State	Total Project \$	Month/Year Started- Month/Year Completed

**D. PROJECT REFERENCES**

Provide detailed information on **performance contract-based projects** you want to showcase that have similarities to work related to this proposal. Similarities could include type/use of building, size of individual buildings, size of total expected project, technical scope of projects, geographic region (work in this state or similar type of metro/rural region). Include the following information on each project, as a minimum.

Using the forms on the following pages, list at least 3 energy savings performance contracting projects in repayment by and currently under contract with your firm. Please include at least one university as a reference. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office who will be specifically assigned to this project. Attach additional sheets as necessary. Please put an asterisk by any project references involving buildings similar to the building(s) described in the technical appendices. All information requested is required.

**E. PROJECT CANCELATIONS AND NON-RENEWALS**

Please provide information about contract cancellations, defaults, terminations, non-renewals and contract litigation your company has experienced over the last five (5) years. At minimum, provide Project name, Project location, and Owner’s name and address for each item.

**F. PROJECT HISTORY AND CLIENT REFERENCE FORM**

Project Name and Location; Number of Buildings; Primary Use; Total square footage	
Project Dollar Amount (installed project costs); Source of Project Financing	
Primary ECMs Installed; ESCO Services Provided	
Construction Start & End Dates	
Contract Start & End Dates	
Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification	
Provide CURRENT and ACCURATE telephone numbers and email addresses of the owner(s) representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	
Describe the specific roles and responsibilities of ESCO personnel associated with the identified	

project. Limit your response to only those personnel who will be directly involved in Customer's project.	
Describe how you have involved students in the project. For example, did you offer internships, speak to classes, or host events?	

**IMPORTANT:** Using the templates provided below please complete the following information for each of the projects listed in E. PROJECT HISTORY AND CLIENT REFERENCE FORM above.

**G. ANNUAL ENERGY SAVINGS DATA FORM**

Name of Project: \_\_\_\_\_ Name of ESCO: \_\_\_\_\_

			ACHIEVED				
	PROJECTED	GUARANTEED	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
KWH							
KW Demand							
Therms							
Water(Gallons)							
Other (Specify)							
Other (Specify)							

Information for each of the headings listed above MUST be completed using the above format. DO NOT provide savings data in terms of BTU's or dollars. Data should be given in the form of fuel units which appear in the utility bills. Additional forms should be reproduced as needed.

All projects listed should be those conducted only by your firm. If you deem it relevant to list projects under contract to a different firm, clearly identify the name of firm responsible for the project and indicate why you're including it as a reference for your company and for this project.

**Relevant Experience - Overview of Strengths**

*Briefly summarize your project histories to define your firm's strengths and the relevance of past work to this project (experience similar to this project in terms of size, scope, facility type; experience with types of retrofits applicable to this project; etc.).*

**H. QUALIFICATIONS OF THE FIRM OR TEAM**

Background Information on the Firm

1. **Structure and Evolution of Firm.** Type of firm (corporation, partnership, sole proprietorship, joint venture); Name of parent company if applicable (include the name, main office address and parent company’s tax identification number). Name of division or branch office if applicable; Name of current firm and number of years operating under this firm name; Former firm names if applicable and corresponding years in operation. Structure of team if this is a joint venture.
2. **Years in Energy Business.** State the number of years your firm has been involved in the energy-efficiency related business.
3. **Years in Performance Contracting.** State the number of years your firm has offered performance contracting services.
4. **Number of Performance Contracting Projects.** State the number of performance contracting projects completed by your firm. Number under \$1 million. Number over \$1 million.
5. **Project Team Members**  
Briefly describe the relevant experience, qualifications and educational background for each individual team member assigned to this project using the format provided below. Project Manager, Site Manager, Point of Contact, and a Professional Engineer Registered in Maine must be included in the team. Do not include individual resumes in lieu of this information.

<b>General Information</b>	
Name of Project Team Member:	
Current Job Title:	
Job responsibilities:	
Number of years with ESCO:	
Primary Office Location:	
<b>Employment History</b>	
Company Name:	
Primary job responsibilities:	
Number of years with firm:	
<b>Educational Background</b>	
List all academic degrees, certifications, professional affiliations, relevant publications and technical training.	
List all energy savings performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of installed project costs.	
Describe the specific role and responsibilities this individual had for each listed project.	
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

**I. PROJECT TEAM MEMBERS**

Submit an organizational chart that clearly defines the roles and relationships between each of your team members and the responsibilities for this project.

**J. FINANCIAL QUALIFICATIONS & STABILITY OF THE FIRM**

1. **Financial Soundness.** Describe the financial soundness and stability of the firm.
2. **Profitability.** Has your firm or parent company been profitable each year for the past three years?
3. **Financial Report.** Submit the most recent annual summary (1-3 pages) of the annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months, along with name, address, and the telephone number of firm(s) that prepared the Financial Statements.
4. **Bonding.** Current bonding capacity; bond rating; confirmation that firm is currently bondable for 100% of a payment bond for construction of this project; 100% of a performance bond for construction of this project; letter from a licensed surety as evidence of ability to bond for each of these categories.

**K. INDUSTRY ACCREDITATIONS**

State if your firm is accredited by industry organizations, such as the National Association of Energy Service Companies (NAESCO), or pre-qualified for work through the U.S. Department of Energy for federal facilities or the U.S. Department of Defense. Describe the relevance or importance of any accreditations or pre-qualifications with regard to this project.

**L. COMPLIANCE WITH REQUIREMENTS**

Affirm your ability to meet requirements: ***“Yes, this firm or team responding to this proposal understands and agrees to the terms specified in the following and can abide by them:***

1. **APPENDIX H: SPECIAL CONTRACT TERMS AND CONDITIONS**
2. **APPENDIX H-1: SPECIAL CONTRACT TERMS AND CONDITIONS FOR INVESTMENT GRADE AUDIT AND PROJECT PROPOSAL CONTRACT**
3. **APPENDIX H-2: SPECIAL CONTRACT TERMS AND CONDITIONS FOR ENERGY SAVINGS PERFORMANCE CONTRACT”**

## **PERFORMANCE CONTRACTING CAPABILITY, TECHNICAL APPROACH & OTHER CONSIDERATIONS**

### **A. PERFORMANCE CONTRACTING CAPABILITY APPROACH**

#### **1. General Scope of Services**

Following is a minimum scope of services acceptable to compete for an energy savings performance contract. Add a brief comment for each item (25 words or less preferred) to demonstrate your capability for each.

#### **A. *Energy systems in buildings, facilities and infrastructure:* *Mechanical/Electrical Systems***

- a) Lighting: indoor and outdoor
- b) Heating
- c) Ventilation and indoor air quality issues
- d) Cooling
- e) Control and building automation
- f) Fuel switching
- g) Central plant
- h) Water-consuming

#### ***Renewables***

- i) Daylighting
- j) Solar-electric
- k) Solar thermal
- l) Geothermal
- m) Wind, small-scale or large-scale
- n) Biomass
- o) Distributed generation

#### ***Specialty Systems or Specific Building Types***

- p) Kitchen or laundry
- q) Laboratories, clean rooms
- r) Healthcare hospitals, nursing homes, clinics
- s) Swimming pools and recreational facilities
- t) Computer laboratories

#### ***Energy Management Services:***

- u) Energy management
- v) Utility bill auditing and bill payment (identifying errors and collecting credits)
- w) Energy Star Portfolio Manager, benchmarking
- x) LEED for Existing Buildings Operations & Maintenance
- y) Commissioning/re-commissioning
- z) LEED-NC support for any new building/addition project

#### ***Other***

- aa) Other

**2) Project Development and Implementation**

- a) Energy auditing (identify potential energy-saving measures, determine savings projection based on standard energy engineering principles; estimate project costs; present package of measures with cash flow)
- b) System design engineering: mechanical, electrical, etc.
- c) Procurement, bidding
- d) Construction
- e) Commissioning of projects and retro-commissioning of existing buildings
- f) Project management
- g) Identification of asbestos and other hazardous materials and abatement, recycling or disposal as applicable

**3) Core Performance Contracting Services**

- a) Performance guarantee for every year of the financing term
- b) Insurance per contract requirements
- c) Equipment warranties
- d) Ability to facilitate financing including a municipal, tax-exempt lease purchase
- e) Measurement and verification of savings
- f) Training: maintenance staff and occupants

**4) Support Services**

- a) Long-term maintenance services on energy systems
- b) Application for an Energy Star Label and LEED certification.
- c) Calculation and reporting of emissions reductions
- d) Assistance with securing utility company rebates/incentives.
- e) Assistance with securing funding from any Federal or State Government sources.

**B. PERFORMANCE TECHICAL APPROACH**

- 1) **Performance Guarantee.** How is a performance guarantee provided (self-guarantee or third party) and describe the value of this approach?
- 2) **Insurance.** How is insurance provided (self-guarantee or third party) and describe the value of this approach?
- 3) **Warrantees.** Who provides warrantee service (Contractor or manufacturer)? How is this provided? Describe the value of this approach.
- 4) **Standards of Comfort.** Describe standards of comfort that are generally used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Describe any flexibility.
- 5) **Baseline Calculation Methodology.** Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
- 6) **Project Schedule.** Comment on your ability to start the project by April 1st. Then propose an audit development schedule based upon the following milestones:
  - Project Kick-off
  - 30% IGA Submission (Baseline)
  - 60% IGA Submission (Draft ECM Scope)
  - 90% IGA Submission (Final Project Scope, Fixed Firm Price & Guaranteed Annual Savings)
  - Final IGA Acceptance & Energy Services Contract Signing

**C. FINANCING COMPANY**

Contractor may be required to solicit bids for financing on behalf of University. (Since University will sign a separate agreement with the financing company, University will review bids, select desired firm, and develop the financing agreement.)

- 1) Identify at least three financing companies that you recommend as qualified to provide municipal tax-exempt financing for this project.

- 2) Provide letters of qualifications and references from each firm.

**D. SITE-SPECIFIC APPROACH**

- 1) Types of Services. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) identified for this project.
- 2) Potential Projects. Based on your preliminary assessment of the information provided, describe any equipment modifications, installations or replacements at the facility that your firm would consider installing as a part of this project. Address energy, water and LEED opportunities. Address overall sustainability opportunities and site and/or sub-system specifics. Also, describe any special features, renewable technologies, or advanced technologies that might be applicable. Describe any special features or services associated with your proposed improvements that would add value to University. Describe your approach to achieve compatibility (such as open systems) and/or standardization of equipment in the facilities to be addressed.
- 3) Complete the sample summary table (or a similar table that ESCO uses) below and the sample cash flow model (or similar model that ESCO uses) below for this project and include in the Executive Summary of your proposal.

ECM Summary Table

ECM No.	ECM Description	Implementation Expense	Monthly Demand Savings (kW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (gal)	Annual Utility Cost Savings	Annual O&M Cost Savings	Total Cost Savings	Estimated Incentive	Simple Payback (yrs)
1											
2											
3											
4											
<i>Project Totals</i>											

ESCO's PRELIMINARY ANNUAL CASH FLOW ANALYSIS USING ESCO'S PROPOSED INTEREST RATE

Financed Amount:	_____	Escalation Rate by Utility/Fuel
Finance Term:	_____	Electric: <u>0.0%</u>
Annual Interest Rate:	_____	Natural Gas: <u>0.0%</u>
Construction Months	_____	Steam: <u>0.0%</u>
Annual Payment	_____	Water: <u>0.0%</u>
Principal	_____	other (specify): <u>0.0%</u>
Interest	_____	Escalation Rate for Annual Fees: <u>0.0%</u>

Yr.	Calculated Electric Dollar Savings	Calculated Natural Gas Dollar Savings	Other Calculated purchased fuel Dollar Savings	Calculated Water Dollar Savings	Other Please Specify	Calculated Operational Dollar Savings	Total Calculated Dollar Savings	Guaranteed Dollar Savings ( a )	Annual Service Fees ( b )	Financing Cost (P&I) ( c )	Net Savings = a-b-c
1											
2											
3											
4											

**E. MANAGEMENT AND STAFFING FOR THIS PROJECT**

Describe your firm’s approach to providing management and staffing for this project, with an emphasis on local capability / service.

**F. MANAGEMENT**

- 1) **Coordination.** Describe your firm's approach to managing this project. Include an organizational chart showing clear lines of communication and responsibility. Describe the transition and responsible parties from the sales to auditing phase, auditing to construction phase, construction to follow-up monitoring phase, etc.
- 2) **Construction Management.** Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building’s operation and use. Describe your flexibility and/or any limitations regarding possible University activities such as: management of additional energy and water projects, monitoring of installation and performance of Contractor projects, integration of other identified capital needs with Contractor projects which may or may not contain energy and water saving opportunities.
- 3) **Project Development and Construction Schedule.** Provide a preliminary schedule describing the proposed sequence of activities for developing an Investment Grade Audit and implementing the recommendations through project acceptance.
- 4) **In-house Capability vs. Subcontractors.** Generally describe the types of services (both professional and construction services) that you offer in-house and the services you offer through subcontractors, and describe the strategy behind in-house vs. subcontractor use. (Detailed information on pricing of subcontractors is requested in the Cost Section below.)
- 5) **University Involvement.** Describe how you engage the University in decision-making regarding project scope, equipment specifications, ongoing operational and maintenance strategies, etc., and how you incorporate University’s needs.
- 6) **Local Staffing and Support.** Describe extent of local staffing and support for the geographic region. Include basic job descriptions and capabilities of the local staff. Describe the relevance or importance of local presence with regard to this project.
- 7) **Long-term Servicing.** Describe long-term servicing of equipment and systems. State the location of your nearest servicing office.
- 8) **Risk/Responsibility Allocation.** Use the Risk/Responsibility matrix below to propose sharing of risks between the University and ESCO.

Using the table provided below please outline the ESCO proposed approach with your submission.

RESPONSIBILITY/DESCRIPTION	ESCO PROPOSED APPROACH
<b>1 - Financial</b>	
<p><b>a. Interest rates:</b> Neither the Contractor nor the University has significant control over prevailing interest rates. During all phases of the project, interest rates will change with market conditions. Higher interest rates will increase project cost, financing/project term, or both. The timing of the Contract / Delivery Order signing may impact the available interest rate and project cost.</p>	
<p><b>b. Energy prices:</b> Neither the Contractor nor the University has significant control over actual energy prices. For calculating savings, the value of the saved energy may either be constant, change at a fixed inflation rate, or float with market conditions. If the value changes with the market, falling energy prices place the Contractor at risk of failing to meet cost savings guarantees. If energy prices rise, there is a small risk to the University that energy saving goals might not be met while the financial goals are. If the value of saved energy is fixed (either constant or escalated), the University risks making payments in excess of actual energy cost savings.</p> <p><b>Clarify how future energy costs will be treated in a way that limits risk to the University.</b></p> <p><b>For the purposes of this RFP, please assume a 0% utility cost escalation.</b></p>	
<p><b>c. Construction costs:</b> The Contractor is responsible for determining construction costs and defining a budget. In a fixed-price design/build Contract, the University assumes little responsibility for cost overruns. However, if construction estimates are significantly greater than originally assumed, the Contractor may find that the project or measure is no longer viable and drop it before Contract award. In any design/build Contract, the University loses some design control.</p> <p><b>Clarify design standards and the design approval process (including changes) and how costs will be reviewed.</b></p>	
<p><b>d. M &amp; V costs:</b> Third party M&amp;V costs are paid from the project savings.</p> <p><b>Clarify how project savings are being verified (e.g., equipment performance, operational factors, energy use) and the impact on M&amp;V costs.</b></p>	
<p><b>e. Non-Energy Cost Savings:</b> The University and the ESCO may agree that the project will include savings from <i>recurring</i> and/or <i>one-time</i> costs. Recurring savings generally result from reduced O&amp;M expenses or reduced water consumption. These O&amp;M and water savings must be based on actual spending reductions.</p> <p><b>Clarify sources of non-energy cost savings and how they will be verified.</b></p>	
<p><b>f. Delays:</b> Both the Contractor and the University can cause delays. Failure to implement a viable project in a timely manner costs the University in the form of lost savings, and can add cost to the project (e.g. construction interest, re-mobilization).</p> <p><b>Clarify schedule and how delays will be handled.</b></p>	
<p><b>g. Major changes in facility:</b> The University controls major changes in facility use, including closure.</p> <p><b>Clarify responsibilities in the event of a premature facility closure, loss of funding, or other major change.</b></p>	
<b>2 – Operational</b>	
<p><b>a. Operating hours:</b> The University generally has control over operating hours. Increases and decreases in operating hours can show up as increases or decreases in “savings” depending on the M&amp;V method (e.g., operating hours multiplied by improved efficiency of equipment vs. whole-building/utility bill analysis).</p>	

<p><b>Clarify whether operating hours are to be measured or stipulated and what the impact will be if they change.</b> If the operating hours are stipulated, the baseline should be carefully documented and agreed to by both parties.</p>	
<p><b>b. Load:</b> Equipment loads can change over time. The University generally has control over hours of operation, conditioned floor area, intensity of use (e.g. changes in occupancy or level of automation). Changes in load can show up as increases or decreases in “savings” depending on the M &amp; V method.</p> <p><b>Clarify whether equipment loads are to be measured or stipulated and what the impact will be if they change.</b></p> <p>If the equipment loads are stipulated, the baseline should be carefully documented and agreed to by both parties.</p>	
<p><b>c. Weather:</b> A number of energy efficiency measures are affected by weather. Neither the Contractor nor the University has control over the weather. Changes in weather can increase or decrease “savings” depending on the M&amp;V method (e.g. equipment run hours multiplied by efficiency improvement vs. whole-building/utility bill analysis). If weather is “normalized,” actual savings could be less than payments for a given year, but will average out over the long run.</p> <p><b>Clearly specify how weather corrections will be performed.</b></p>	
<p><b>d. User participation:</b> Many energy conservation measures require user participation to generate savings (e.g., control settings). The savings can be variable and the Contractor may be unwilling to invest in these measures.</p> <p><b>Clarify what degree of user participation is needed and utilize monitoring and training to mitigate risk.</b> If performance is stipulated, document and review assumptions carefully and consider M&amp;V to confirm the capacity to save (e.g., confirm that the controls are functioning properly).</p>	
<b>3 – Performance</b>	
<p><b>a. Equipment performance:</b> Generally, the Contractor has control over the selection of equipment and is responsible for its proper installation, commissioning, and performance. Generally, the Contractor has responsibility to demonstrate that the new improvements meet expected performance levels including specified equipment capacity, standards of service, and efficiency.</p> <p><b>Clarify who is responsible for initial and long-term performance, how it will be verified, and what will be done if performance does not meet expectations.</b></p>	
<p><b>b. Operations:</b> Responsibility for operations is negotiable, and it can impact performance.</p> <p><b>Clarify responsibility for operations, the implications of equipment control, how changes in operating procedures will be handled, and how proper operations will be assured.</b></p>	
<p><b>c. Preventive Maintenance:</b> Responsibility for maintenance is negotiable, and it can impact performance. Clarify how long-term preventive maintenance will be assured, especially if the party responsible for long-term performance is not responsible for maintenance (e.g., Contractor provides maintenance checklist and reporting frequency).</p> <p><b>Clarify who is responsible for long-term preventive maintenance to maintain operational performance throughout the Contract term. Clarify what will be done if inadequate preventive maintenance impacts performance.</b></p>	
<p><b>d. Equipment Repair and Replacement:</b> Responsibility for repair and replacement of Contractor-installed equipment is negotiable; however, it is often tied to project performance.</p>	

<p><b>Clarify who is responsible for replacement of failed components or equipment throughout the term of the Contract.</b> Specifically address potential impacts on performance due to equipment failure. Specify expected equipment life and warranties for all installed equipment. Discuss replacement responsibility when equipment life is shorter than the term of the Contract.</p>	
--	--

**FINANCIAL APPROACH****A. MARKUP APPROACH**

Markups represent a percentage added to the base cost for the project. Markup costs are disclosed to provide a typical project costing approach for a project of similar scope and size. This disclosure will provide the open book pricing structure to be used by the Contractor for this project. The markups will be used in the Investment Grade Audit Contract and Energy Savings Performance Contract. (A substantial change in the scope and size of the project may necessitate renegotiation of the markups.)

Provide a short description of how your firm's Mark-Ups relate to firm overhead and profit, and how your firm's Mark-Ups would apply to labor (internal), equipment purchased, materials purchased, subcontract labor, and subcontract material.

Clearly indicate (mark by page) if elements of this section are requested to be treated as proprietary, (the responsible Purchasing official will make the final decision if this is to be treated as proprietary).

***Please see Appendix F: Cost and Pricing for instructions on specific proposed Mark-Up values for this RFP.***

**B. PROJECT PRICE – DIRECT COSTS APPROACH**

Provide your company's proposed maximum allowable approach to Project Price - Direct Costs development in the schedule below for each category listed on the schedule. This format is required and must be completed in its entirety. Use only the categories provided. Ranges for Direct Costs are not acceptable. If a proposal is from a joint venture partnership, provide proposed maximum allowable Direct Costs in the schedule format below for each participating company.

***Please see Appendix F: Cost and Pricing for instructions on specific proposed Fee values for this RFP.***

For each Direct Costs category listed on the schedule describe how that cost is determined, how the cost is charged to the project and when it is applied. For example, costs might be based on a percentage of total Project Price. Markups on Direct Costs are not allowed.

<b>APPROACH TO DIRECT COSTS</b>		
<b>CATEGORY OF Direct Costs</b>	<b>HOW DETERMINED AND USED</b>	<b>YEARS APPLIED (One-time, Annual, etc.)</b>
Subcontractor Costs (Contractor Costs to ESCO)		
Other Direct Purchases of Equipment, Material, Supplies (Supplier Costs to ESCO)		
Solicit & Evaluate Project Financing Proposals		
Design	(Example) ___% of _____	
Project Management		
Permits		
Performance Bond		

Payment Bond		
Commissioning		
Training		
Construction Measurement and Verification		
Contingency		
Hazardous Material Contingency	1% of Project Price-Direct Costs	
Warranty Service		
Maintenance on Installed Measures		

**C. CONTINGENCY APPROACH**

Describe your company’s typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects and how it proposes to apply contingency to cover changes in work scope and subcontractor change orders. Note that all unused contingency funds, , including all unused Hazardous Material Contingency funds, will revert to the University or be applied to additional work scope through a change order approved by the University.

State how the contingency will be applied to cover changes in work scope and subcontractor change orders. State the typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects.

In addition, ESCO should note that it will be required to include in its Firm-Fixed Price Contract Price for the Work under each Energy Savings Performance Contract a Hazardous Material Contingency equal to between 0.5%-1.0% of the Project Price-Direct Costs of the Work. The University shall set the exact amount of the Hazardous Material Contingency prior to execution of each Energy Savings Performance Contract and Contractor shall be required to include such amount in its final Firm-Fixed Price Contract Price. For the sake of this RFP, Contractor is required to assume a Hazardous Material Contingency equal to 1% of the Project Price-Direct Costs of the Work.

**D. EQUIPMENT / LABOR COST COMPETITION APPROACH**

Describe your company’s process to solicit bids on equipment/labor or to ensure price/cost competition and the best value for the University.

**E. SELF-PERFORMED WORK OR SUBCONTRACTS APPROACH**

- a. State whether work is completed by the Contractor or by a subcontractor for each category of measure (auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, monitoring & verification, etc.),
- b. Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.
- c. Identify any subcontractors already selected.

**VALUE ADDED**

Briefly describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, local relationships and experience, experience in similar types of facilities, knowledge of particular retrofits, etc.

Also, please describe why your firm is the best candidate to assist the University in meeting its Sustainability Goals listed below.

Improvement to the learning & working environment
Improvement to the living environment
Green building considerations
Greenhouse gas reductions from heat exceeding 35% over 2006 baseline by 2025
Greenhouse gas reductions from electricity exceeding 35% over 2006 baseline by 2025
Alignment with other goals outlined by USM's Strategic Sustainability Plan
Teaching opportunities
Student engagement opportunities
Other benefits to students, staff & faculty

**\*More information about the sustainability plan can be found here: <https://usm.maine.edu/sustainability/sustainability-plan>**

## APPENDIX F – COST AND PRICING

### GENERAL SUBMISSION INSTRUCTIONS

- All instructions provided in RFP Section 3.0 must be followed when preparing your submission. This section is meant to provide cost and pricing information for evaluation as outlined in Section 2.1.1.
- Please number and re-state each subheading or question, below, followed by your response.
- Number all pages.

#### A. Investment Grade Audit & Project Development Fee (Maximum 10 points)

Provide your cost in dollars per square foot for conducting the investment grade audit and developing the project for Phase 1 and Phase 2. Developing the project includes all labor, materials, equipment, services, tools, utilities, fuel, transportation, and other facilities and services necessary to conclude a satisfactory audit and propose a comprehensive list of ECMs to the University, along with their relative energy and cost savings impacts. See the Specification and Scope of Work section of this RFP for a description of what the audit and project development entails.

Proposed Cost per Square Foot	
Investment Grade Audit and Project Proposal	\$/sf

The University expects the cost of the Investment Grade Audit and Project Development to be wrapped into the total project cost if the University agrees to move to construction phase. If the University decides not to sign the actual Energy Savings Performance Contract (AKA Energy Services Contract to move into the construction phase) and to end the project after the audit is completed, then the Contractor may charge the University for the Investment Grade Audit & Project Development at the fee provided by the Contractor in this section multiplied by the number of square feet actually audited by the ESCO. For this exercise, assume that the fee will apply to Phase 1 and Phase 2 of the project. Please note that since this is a “phased” project, there will be two separate audits conducted: one for Phase 1, and another for Phase 2 (when and if the University decides to proceed to Phase 2). Therefore, the University is only committing to enter into negotiations for an Investment Grade Audit for Phase 1 and as such is only committing to the possibility of paying one fee (exclusively for Phase 1) upon execution of that Contract. For clarification of which buildings are included in each phase, please see Section 1.1.4: Specifications/Scope of Work and Attachment G: Technical Facility Profile in this RFP.

The company agrees that the proposed cost incorporates its responsibility to adhere to and complete the full scope of work as presented in an industry standard Investment Grade Audit and Project Proposal Contract. Mark-ups on this fee will not be allowed. The fee proposed here will be your best and final offer.

The University's maximum liability for Termination for Convenience of an Investment Grade Audit and Project Development Contract shall be the Proposed Cost per Square Foot set forth above multiplied by the sum of the square footage set forth in Table 1 found in Appendix G for the given Phase's buildings actually audited by company.

Refer to **Section 2.1.1** of this document for scoring formula.

**B. Mark-Up for Construction (Maximum 10 points)**

Markup represents the total percentage to be applied to the Direct Costs for the Contractor's overhead and profit. Markup costs are disclosed to provide a project costing approach from the Contractor. This disclosure will provide the open book pricing structure to be used by the Contractor for this project. The markups will be used in the Energy Savings Performance Contract as a basis for the Firm-Fixed Price Contract Price. (A substantial change in the scope and size of the project may necessitate renegotiation of the markups, but only downward.)

Below you will find a description of existing lighting systems in the Library of Bailey Hall on the Gorham Campus. The University is requesting that you provide details of a LED lighting upgrade ECM for replacing existing fluorescent T8 lighting fixtures with new LED fixtures and bulbs. Please utilize the assumptions listed in the table below as part of your ECM proposal.

Bailey Hall Library								
Existing Fixtures					Proposed Solution			
Type	Count	kW	Hours	kWh	Type	kW	Hours	kWh
2x4 Troffer 4L 25W T8	187		3140				3140	
1x4 Surface Mount 2L 25W T8	105		3140				3140	
<b>TOTAL</b>	<b>292</b>							

**Assumptions:**  
 ESCO to assume an electric rate of \$0.10/kWh  
 ESCO to estimate existing kW based on fixture description.  
 ESCO to assume existing fixture count equals proposed fixture (AKA a 1-for-1 replacement).  
 ESCO to assume HVAC heating penalty and cooling benefit equals zero.  
 ESCO to use hours of operation input in the table above.  
 ESCO to assume labor time of 1 hour per fixture replacement.  
 ESCO to assume labor rate of \$100 per fixture replacement  
 ESCO to ignore all potential rebates for ECM.

**Open Book Pricing**

Open book pricing is full disclosure by the contractor to the University during the project development of all Direct Costs and markups necessary for completion of the Work agreed to by the University and ESCO in the Energy Savings Performance Contract. The markups provided by the ESCO in response to the RFP shall be applied to the Direct Costs to determine the Firm-Fixed Price Contract Price for which the ESCO will complete the Work. The "Work" shall include all labor, materials, equipment, services, tools, utilities, fuel, transportation, and other facilities and services necessary for proper execution and completion of the work as described in the Contract. Open book pricing will be required such that all costs, including all costs of subcontractors and vendors, are fully disclosed.

**Please note that the table below is to demonstrate your firm's Open Book Pricing Model, however only the Total Overhead + Profit Mark-Up value in the table located in Appendix F, Maximum Allowable Markups section, will be evaluated on a quantitative basis and scored.**

	Project Budget Base Construction Costs	Percent of Total Project Price	Price/ Cost
a.	Subcontractor Costs (Contractor Costs to ESCO)		
b.	Other Direct Purchases of Equipment, Material, Supplies (Supplier Costs to ESCO)		
c.	Solicit & Evaluate Project Financing Proposals		
d.	Design		
e.	Project Management		
f.	Permits		
g.	Performance Bond		
h.	Payment Bond		
i.	Commissioning		

	j.	Training		
	k.	Construction Measurement and Verification		
	l.	Contingency		
	m.	Hazardous Material Contingency	1% of Project Price-Direct Costs	
	n.	Warranty Service		
	o.	Maintenance on Installed Measures		
Sum (a:o)	p.	<b>PROJECT PRICE – DIRECT COSTS</b>		

Note: ESCO shall be required to include in its Firm-Fixed Price for the Work under each Energy Savings Performance Contract a Hazardous Material Contingency equal to between 0.5%-1.0% of the Project Price-Direct Costs of the Work. The University shall set the exact amount of the Hazardous Material Contingency prior to execution of each Energy Savings Performance Contract and Contractor shall be required to include such amount in its final Firm-Fixed Price. For the sake of this RFP, Contractor is required to assume a Hazardous Material Contingency equal to 1% of the Project Price-Direct Costs of the Work

**Maximum Allowable Markups**

Provide your company’s proposed maximum allowable markups in the table below for the ECM above. (The use of margins in lieu of markups are not acceptable.) Ranges for Mark-Ups are not acceptable. Mark-Ups shown below represent your firm’s maximum allowable Mark-Ups for this ECM and the ESPC Project as a whole.

Project Mark-Up	Maximum % Mark-Up
Overhead Percent	
Profit Percent	
<b>Total Overhead + Profit – *TOTAL WILL BE SCORED</b>	

The University may choose to accept audit costs, markups, margins, fees, etc. proposed by ESCO for individual projects without further negotiation, provided they do not exceed the maximums established in the tables above, or directly negotiate with ESCO for reductions as dictated by individual facility or project requirements. ESCO may also propose lower audit costs, markups, margins, fees etc. depending upon individual project considerations or their own internal business approach.

Refer to **Section 2.1.1** of this document for scoring formula.

## APPENDIX G – TECHNICAL FACILITY PROFILE

The information in this technical facility profile is a sample of facilities operated by The University of Southern Maine (USM) in Portland, ME and Gorham, ME. USM currently operates approximately 2.23M square feet of facilities between the two campuses, 1.06M square feet of which is currently being evaluated and considered to include in a “phased” performance contract.

The following information documents the building scope that will likely be included in Phase 1 and Phase 2 of an ESPC (noted in the table below). The ESCO is responsible for further verifying the accuracy of all information furnished herein once a contract is in place.

**Table 1 – Building Scope of Work List**

Phase Number	Building Description	Campus	Type	Square Footage
1	Anderson Hall	Gorham	Dormitory	29,000
1	Bailey Hall	Gorham	Academic	144,000
<b>Sub-Total</b>				<b>173,000</b>
2	Payson Smith Hall	Portland	Academic	52,600
2	Luther Bonney Hall	Portland	Academic	76,500
2	Science Building	Portland	Academic/Lab	142,700
2	Glickman Hall/Osher Map Library	Portland	Academic/Library	132,400
2	Wishcamper Center	Portland	Academic	57,700
2	Woodward Hall	Gorham	Dormitory	20,800
2	Costello Sports Complex	Gorham	Gym/Track/Ice Arena	180,700
2	Robie-Andrews Hall	Gorham	Dorm/Crafts-Ceramics	76,800
2	Brooks Campus Center	Gorham	Student Center-Services	45,700
2	Upton-Hastings Hall	Gorham	Dorm/Student Services	102,600
2	Central Heating Plant	Portland	Steam Heating Plant	2,300
2	Central Heating Plant	Gorham	Hot Water Heating Plant	2,300
<b>Sub-total</b>				<b>893,100</b>
<b>TOTAL</b>				<b>1,066,100</b>

## PHASE 1

### **Gorham Campus**

**A. Anderson Hall:** The building is a 5-story dormitory facility constructed in 1963. The general space is mainly comprised of student dorm rooms and student gathering spaces. The building has approximately 29,000 square feet of conditioned space and is generally 100% occupied for 24 hours/day for the fall/winter/spring months for 214 days, then 62% occupied for 53 days in the summer.

Below is a list of technical details related to the building?

General Building Condition: Fair to poor.

Envelope: Masonry brick/block with EPDM roof and a combination of single and double-paned windows.

HVAC: The building is on the central heating hot water loop. Hot water is distributed from the central heating plant to a shell & tube heat exchanger. From there, distribution pumps provide hot water to fin-tube radiation units (with a basic wheel dampers) in the dorm rooms and shared spaces.

Anderson Hall currently does not have any cooling systems.

Lighting: Mainly T8 fluorescent lighting systems with 28-watt and 32-watt lamps and electronic ballasts as well as compact fluorescent lighting exist in the dormitory building. There are currently no controls for the lighting system.

Energy Management System: The HVAC system is all currently on the Delta DDC system.

Domestic Hot Water Heating: During the heating season, a heat exchanger is used to provide DHW to the building. During the cooling season, a separate electric hot water boiler is used for DHW loads.

Renewable/Alternative Energy: None.

Past Improvement Efforts:

DATE	IMPROVEMENT
2009	Upgrade BAS graphics interface.
2011	Window replacements and glazing improvements.
2016	Hot water tank replacement.

Potential ECMs:

1. Upgrade lighting systems to new LED technology.
2. Install lighting occupancy controls and daylight harvesting controls.
3. Install variable frequency drives on hot water distribution pumps.
4. Improve ventilation system and strategy for dormitories.
5. Retro-commission existing DDC system.
6. Optimize overall HVAC sequence of operations.

7. Building envelope improvements/weather stripping.
8. Energy efficient transformers.

**B. Bailey Hall:** The building is a 6-story academic facility constructed in 1958 with additions/major renovations being completed through 1970. The general space is mainly comprised of faculty offices and classrooms. The building has approximately 144,000 square feet of conditioned space and is generally occupied following the schedule below:

100% occupied for 249 fall/winter/spring days per year, with the following schedule:

- Sundays 12 pm- 11 pm
- Monday-Thursday 7:45 am- 11:00 pm
- Friday 7:45 am- 8:00 pm
- Saturday 11:00 am- 7:00 pm

64% occupied for 109 summer days, with the following schedule:

- Sundays Closed
- Monday- Thursday 7:45 am - 7:00 pm
- Friday 7:45 am - 6:00 pm
- Saturday 10:00 am - 6:00 pm
- 

Below is a list of technical details related to the building:

General Building Condition: Fair to poor.

Envelope: Masonry brick/block with EPDM roof and a combination of single and double-paned windows.

HVAC: The building is on the central heating hot water loop. Hot water is distributed from the central heating plant to a shell & tube heat exchanger. From there, distribution pumps equipped with variable frequency drives provide hot water to baseboard fin-tube radiators in offices, unit ventilators in classrooms, air-handling units on each floor serving hallways (which also have glycol heat recovery coils), and an air handling unit in the penthouse which serves the library.

Cooling is only provided to certain parts of the building in with offices and lecture halls which are served by mini-split DX systems and a Daiken variable-refrigerant flow cooling unit that serves fan coil units (installed in 2012). This unit is reportedly very troublesome to operate and has difficulty maintaining appropriate space temperature set points which affects occupant comfort.

Lighting: Mainly T8 fluorescent lighting systems with 25, 28, and 32-watt lamps and electronic ballasts. Compact fluorescent lighting also exists in specific areas. Certain sections of the building have also been upgraded to LED technology. There are currently no controls for the lighting system.

Energy Management System: The HVAC system is all currently on the Delta DDC system.

Domestic Hot Water Heating: During the heating season, a heat exchanger is used to provide DHW to the building. During the cooling season, a separate electric hot water boiler is used for DHW loads

Renewable/Alternative Energy: None.

Past Improvement Efforts:

DATE	IMPROVEMENT
2011	Energy Efficiency Bond Funds – lighting, HVAC, and controls upgrades.
2012-2015	Window replacement projects.
2014	Major laboratory renovations and upgrades project.
2018	Roof replacement.

Potential ECMs:

1. Full upgrade of lighting systems to new LED technology.
2. Install lighting occupancy controls and daylight harvesting controls.
3. Convert constant volume AHUs to a variable-air volume system.
4. Evaluate Daiken VRF unit/system for repair or replacement.
5. Investigate alternatives to electric summer time DHW system.
6. Retro-commission existing DDC system.
7. Optimize overall HVAC sequence of operations.
8. Building envelope improvements/weather stripping.
9. Energy efficient transformers.

## PHASE 2

### Portland Campus

- A. **Payson Smith:** The building is a 4-story academic facility constructed in 1960. The general space is mainly comprised of faculty offices and classrooms. The school has approximately 52,600 square feet of conditioned space and is generally occupied from 8AM – 9:30PM year-round. Below is a list of technical details related to the building: ‘

General Building Condition: Fair to poor.

Envelope: Masonry brick/block with EPDM roof and a combination of single and double-paned windows.

HVAC: The building is on the central steam loop. Steam is distributed from the central heating plant to air-handlings units that serve general areas, offices, and large lecture halls and unit ventilators that serve classrooms. Air distribution from the air handlers is mostly constant volume.

Some offices are served in the building are served by variable-refrigerant flow heat pumps and ‘split system’ DX units.

Lighting: Mainly T8 fluorescent lighting systems with 25, 28, and 32-watt lamps and electronic ballasts. Compact fluorescent lighting also exists in specific areas. There is currently no lighting control system.

Energy Management System: The HVAC system is mainly pneumatically controlled via an air compressor. Recently, programming was implemented to shut off the main steam valve at an outside air temperature of 45°F and above.

Domestic Hot Water Heating: During the heating season, steam is converted to hot water for the DHW load. During the summer season, a small dedicated hot water heater is utilized.

Renewable/Alternative Energy: None.

Past Improvement Efforts:

DATE	IMPROVEMENT
2011	Electrical transformer upgrade.
2013	Fire alarm system upgrade.

Potential ECMs:

1. Upgrade lighting systems to new LED technology.
2. Install lighting occupancy controls and daylight harvesting controls.
3. Convert HVAC control system from pneumatic to direct-digital control and integrate into campus-wide EMS.
4. Convert constant volume AHUs to a variable-air volume system.
5. Replace classroom unit ventilators.
6. Optimize overall HVAC sequence of operations.
7. Building envelope improvements/weather stripping.
8. Energy efficient transformers.

**B. Luther Bonney**: The building is a 6-story academic facility constructed in 1964. The general space is mainly comprised of USM system offices, faculty offices, and classrooms. There is also a computer wing and an auditorium. The building has approximately 76,500 square feet of conditioned space and is generally occupied from 7:30AM – 9:30PM year-round. Below is a list of technical details related to the building:

General Building Condition: Fair to poor.

Envelope: Masonry brick/block with EPDM roof and single-paned windows.

HVAC: The building is on the central steam loop. Steam is distributed from the central heating plant to the building and is used multiple ways. In parts of the building, steam is converted to hot water by a heat exchanger and the hot water is circulated through fin-tube radiators. In other building sections, steam is sent directly to air-handling units.

Only certain portions of the building have cooling. The '5-story wing' has some offices and lecture halls served by both DX cooling and a separate small air-cooled chiller system. The computer wing has two Trane DX units. The auditorium also has a small Trane A/C unit. Many classrooms do not currently have cooling.

Air distribution is mainly variable-air volume. Heat recovery (run-around loop) is currently possible for the units serving the computer wing, however it was stated by facility management that it is ineffective at this time.

Lighting: Mainly T8 fluorescent lighting systems with 25, 28, and 32-watt lamps and electronic ballasts. LED and Compact fluorescent lighting also exists in specific areas. Some classrooms currently have occupancy sensors that control lighting operation.

Energy Management System: The HVAC system is a mixture of pneumatic and DDC controls. Most of the offices are on the pneumatic system. Recently, classroom HVAC was converted to DDC. The DDC system is Delta controls system.

It was noted by facilities management that they try and implemented demand-controlled ventilation in large spaces with highly variable occupancy (ex: auditorium). There is also CO2 monitoring in some of the classrooms. The effectiveness of these control strategies is unknown at this time.

Domestic Hot Water Heating: During the heating season, steam is converted to hot water for the DHW load. During the summer season, a small dedicated hot water heater is utilized.

Renewable/Alternative Energy: None.

Past Improvement Efforts:

DATE	IMPROVEMENT
2009	Electrical transformer upgrade.
2011	Roof replacement project.
2011	Energy Efficiency Bond Funds – lighting, HVAC, and controls upgrades
2013	Fire alarm system upgrades.

Potential ECMs:

1. Upgrade lighting systems to new LED technology.
2. Expand lighting controls system and implemented daylight harvesting.
3. Install new DDC and expand existing HVAC DDC system and integrate into campus-wide EMS.
4. Expand cooling to include classrooms.
5. Convert constant volume AHUs to a variable-air volume system.
6. Re-evaluate/Re-commission heat recovery system & strategy for computer wing.
7. Retro-commission existing DDC system and optimize CO2-based ventilation control.
8. Evaluate air-side 'free cooling' opportunity.
9. Optimize overall HVAC sequence of operations.
10. Building envelope improvements/weather stripping.
11. Energy efficient transformers.

- C. Science Building:** The building is a 7-story academic facility with three wings: A-wing (constructed in 1969), B-wing (constructed in 1975), and C-wing (constructed in 1999). The general space is mainly comprised of faculty offices, classrooms, and laboratories. The building has approximately 142,700 square feet of conditioned space and is generally occupied from 8AM – 9:30PM year-round. Below is a list of technical details related to the building:

General Building Condition: Good (1999); Fair to poor (1969 & 1975).

Envelope: Masonry brick/block with EPDM roof and a combination of single and double-paned windows.

HVAC:

**A-Wing:** The A-wing is on the central steam loop. Steam is distributed from the central heating plant to the building air-handling units which have steam coils. There is also a heat exchanger which converts steam to hot water to serve fin tube radiation, terminal unit reheat coils, and some ceiling fan coil units.

Cooling is served by two (2) Trane DX systems located on the roof. The cooling units are connected to heat exchangers.

The air-handling units that serve the A-wing are constant volume, 100% outside air units. There is one (1) unit that serves the first and second floor and two (2) units that serve floors three through six.

**B-Wing:** The B-wing is on the central steam loop. Steam is distributed from the central heating plant to the building air-handling units which have a steam coils. There is also a heat exchanger which converts steam to hot water to serve fin tube radiation, terminal unit reheat coils, and some ceiling fan coil units. There is also a high-pressure steam boiler which serves one autoclave. This is scheduled to be de-commissioned in the near future.

Cooling for B-Wing is serviced by the C-Wing chilled-water system in which chilled-water is supplied to cooling coils within the air distribution system.

The air-handling units that serve the B-wing are variable volume. One unit serves the planetarium and the other serves the building basement.

**C-Wing:** The C-wing is on the central steam loop. Steam is distributed from the central heating plant to the building air-handling units which have a steam coils. There is also a heat exchanger which converts steam to hot water to serve fin tube radiation, terminal unit reheat coils, and some ceiling fan coil units. There are also three (3) Lochinvar natural gas-fired heating hot water boilers that serve summer heating load where necessary. The pumps that distribute heating hot water are equipped with variable frequency drives.

Cooling is served by three (3) McQuay air-cooled chillers. Chilled-water is distributed to the building air-handling units by chilled-water pumps equipped with variable frequency drives.

The air-handling units that serve the C-wing are variable volume. A single air-handling unit serves the first and second floor and one other unit serves floors three through five.

There are also multiple sets of Strobic exhaust fans that serve laboratory hood ventilation requirements.

Lighting: Mainly T8 fluorescent lighting systems with 25, 28, and 32-watt lamps and electronic ballasts. Compact fluorescent lighting exists for certain applications. There are also some newer LED lights within the facility in various spaces. The building has a mix of manual lighting control and occupancy sensor control.

Energy Management System: The HVAC system is mainly on the Delta DDC system. There is also a Phoenix pneumatic control system that operates all the laboratory ventilation hoods. The controls are operated via an air compressor in the basement of the building

Domestic Hot Water Heating: Gas-fired hot water heaters serve the domestic hot water loads in the building

Renewable/Alternative Energy: None.

Past Improvement Efforts:

DATE	IMPROVEMENT
2008	Delta controls upgrade.
2009	Data center remediation
2010	A-wing roof upgrade.
2011	Exhaust fan system upgrades.
2011	Energy Efficiency Bond Funds – lighting, HVAC, and controls upgrades.

Potential ECMs:

1. Upgrade lighting systems to new LED technology.
2. Install lighting occupancy controls and daylight harvesting controls.
3. Expand HVAC DDC system to integrate laboratory hood controls into campus-wide EMS.
4. Investigate replacement and optimization of laboratory hood ventilation controls and implement advanced demand-controlled ventilation strategies in labs.
5. Convert constant volume AHUs to a variable-air volume system.
6. Retro-commission existing Delta DDC system.
7. Optimize overall HVAC sequence of operations.
8. Building envelope improvements/weather stripping.
9. Investigate potential for solar photovoltaic system.

- D. Glickman/\*Osher Map Family Library:** The building is a 9-story academic facility was originally a bakery that was converted to a library in 1991 (Glickman) with an addition completed in 2005 (Osher Map). The general space is mainly comprised of library spaces and academic offices. There is also a computer lab and learning center in the building. The building has approximately 132,400 square feet of conditioned space and is generally occupied from 7:45AM – 11PM during the school year and 7:45AM – 10PM during the summer (closed on weekends during the summer months). Below is a list of technical details related to the building:

General Building Condition: Good to Fair.

Envelope: Translucent wall panel with EPDM roof and a KalWall system.

HVAC: The building is served by a stand-alone heating hot water system. Hot water is generated by four (4) Lochinvar natural gas-fired boilers installed in 2004. Two of the four boilers mainly manage the heating load. Hot water is distributed to the building air-handling units by distribution pumps equipped with variable frequency drives.

Cooling is served by multiple systems. Two (2) Trane air-cooled units serve the Glickman cooling load. One unit is specifically dedicated to the Special Collections space and the other serves the

remainder of the building's seven floors. Osher Map cooling is served by a separate McQuay air-cooled unit. Chilled-water is distributed to the building air-handling units by distribution pumps.

Air distribution is mainly variable volume. There is a total of eleven (11) air-handling units in the building which are all equipped with variable frequency drives. There are two (2) units that serve Osher Map Library separately. The rest of the units located in the basement and each of the floors serve Glickman.

Lighting: Mainly T8 fluorescent lighting systems with 25, 28, and 32-watt lamps and electronic ballasts. Compact fluorescent lighting also exists in specific areas. Most of the lighting is controlled via a Lutron System.

Energy Management System: The HVAC system is all currently on the Delta DDC system.

Domestic Hot Water Heating: Domestic hot water is served by gas-fired hot water units.

Renewable/Alternative Energy: None.

***\*Osher Map is a USGBC certified LEED Silver building.***

Past Improvement Efforts:

DATE	IMPROVEMENT
2005	Osher Map addition completed. Certified LEED Silver.
2011	Roof replacement project.

Potential ECMs:

1. Upgrade lighting systems to new LED technology.
2. Install lighting occupancy controls and daylight harvesting controls.
3. Retro-commission existing DDC system.
4. Implemented demand-controlled ventilation.
5. Evaluate air-side 'free cooling' opportunities.
6. Optimize overall HVAC sequence of operations.
7. Building envelope improvements/weather stripping.
8. Energy efficient transformers.

**E. \*Wishcamper Center**: The building is a 4-story academic facility constructed in 2005. The general space is mainly comprised of faculty offices, classrooms, lecture halls, and meeting spaces. The building has approximately 57,700 square feet of conditioned space and is generally occupied from 7:30AM – 9:30PM year-round. Below is a list of technical details related to the building:

General Building Condition: Good.

Envelope: Mixed envelope material with a green roof and double-paned, tinted window.

HVAC: The building is served by a geothermal heating and cooling system. The system is a standing-column type design with five (5) 1,200 foot bore wells. Ground water is circulated from the wells to the building where it is piped via McQuay water-to-water heat pumps that produce both

chilled-water and heating hot water. The heat pumps serve air-handling units by distributing chilled-water/hot water via distribution pumps equipped with variable frequency drives. There is also a supplemental gas-fired boiler whenever the geothermal loop temperature needs to be raised before entering the heat pump system. However, this is rarely used.

Air distribution is all variable volume. There is a total of four (4) air-handling units in the building that serve each floor which are all equipped with variable frequency drives.

It is important to note that facilities management has stated that they've had operational issues with the existing McQuay heat pumps.

Lighting: Mainly T8 fluorescent lighting systems with 25-watt lamps and electronic ballasts. Compact fluorescent lighting also exists in specific areas. All of the lighting is controlled via the Delta EMS. The building also has lighting occupancy controls and daylight harvesting controls

Energy Management System: The HVAC system is all currently on the Delta DDC system

Domestic Hot Water Heating: Electric point-of-use hot water systems serve the domestic hot water loads for the building.

Renewable/Alternative Energy: Geothermal heating and cooling system.

***\*Wishcamper is a USGBC certified LEED Gold building.***

Past Improvement Efforts:

DATE	IMPROVEMENT
2011	Roof replacement project.

Potential ECMs:

1. Upgrade lighting systems to new LED technology.
2. Retro-commission existing DDC system.
3. Evaluate air-side 'free cooling' opportunities.
4. Optimize overall HVAC sequence of operations.
5. Energy efficient transformers.

**F. Central Heating Plant (CHP):** The building is a 1-story steam heating plant originally constructed in 1964 with a major renovation being completed in 2014. The general space is mainly comprised of heavy mechanical and electrical systems that serve the majority of the USM Portland campus. The building is approximately 2,300 square feet and is generally occupied 24 hours per day. Below is a list of technical details related to the building:

General Building Condition: Good.

Envelope: Masonry brick and vinyl siding with an EPDM roof and double-paned windows.

HVAC: The building is serves as the Portland campus main central heating plant which services the majority of the campus building heating loads. There are three (3) Hurst Series 500 natural gas-fired

steam boilers with firetube burners installed in 2015 (the units are dual-fuel and can also be run on #2 fuel oil). Two of the boilers are 500 horsepower units and one boiler is 150 horsepower. The high-pressure side of the steam system is maintained between 9 and 10 PSI with a max set at 15 PSI.

Lighting: Mainly T8 fluorescent lighting systems with 25-watt lamps and electronic ballasts. Compact fluorescent lighting also exists in specific areas. There are currently no lighting controls at this building.

Energy Management System: The CHP equipment/systems are all currently on the Delta DDC system

Domestic Hot Water Heating: Electric point-of-use hot water systems serve the domestic hot water loads for the building.

Renewable/Alternative Energy: None

Past Improvement Efforts:

DATE	IMPROVEMENT
2014	Major MEP renovation.
2015	Completed installation of new steam boilers.

Potential ECMs:

1. Upgrade lighting systems to new LED technology.
2. Retro-commission existing DDC system.
3. Steam pipe distribution system repairs.
4. Steam trap repairs & overall maintenance program.
5. Optimize overall HVAC sequence of operations.
6. Energy efficient transformers.
7. Evaluate power quality.

**Gorham Campus – Continued**

**G. Woodward Hall**: The building is a 4-story dormitory facility constructed in 1955. The general space is mainly comprised of student dorm rooms and student gathering spaces. The building has approximately 20,800 square feet of conditioned space and is generally occupied following the schedule below:

100% occupied for 24 hours per day for 214 fall/winter/spring days per year.  
 62% occupied for 7 summer days per year.

Below is a list of technical details related to the building:

General Building Condition: Fair to poor.

Envelope: Masonry brick/block with EPDM roof and a combination of single and double-paned windows.

HVAC: The building is on the central heating hot water loop. Hot water is distributed from the central heating plant to a shell & tube heat exchanger. From there, distribution pumps provide hot water to fin-tube radiation units (with a basic control valve which modulates hot water) in the dorm rooms and shared spaces.

Woodward Hall currently does not have any cooling systems.

Lighting: Mainly T8 fluorescent lighting systems with 29 & 32-watt lamps and electronic ballasts as well as compact fluorescent lighting exist in the dormitory building. There are currently no controls for the lighting system.

Energy Management System: The HVAC system is all currently on the Delta DDC system.

Domestic Hot Water Heating: During the heating season, a heat exchanger is used to provide DHW to the building. During the cooling season, a separate natural gas-fired hot water boiler is used for DHW loads

Renewable/Alternative Energy: None.

Past Improvement Efforts:

DATE	IMPROVEMENT
2010	Control system replacement with Delta DDC system.

Potential ECMs:

1. Upgrade lighting systems to new LED technology.
2. Install lighting occupancy controls and daylight harvesting controls.
3. Install variable frequency drives on hot water distribution pumps.
4. Improve ventilation system and strategy for dormitories.
5. Retro-commission existing DDC system.
6. Optimize overall HVAC sequence of operations.
7. Building envelope improvements/weather stripping.
8. Energy efficient transformers.

**H. Costello Sports Complex**: The building is a 3-story sports and recreation complex. The original building was constructed in 1963 with major additional being completed in 1997. The complex is comprised of a gymnasium (1963), a field house (1997) and an ice arena (1997).

The complex square footages are as follows:

- Gymnasium: 43,500
- Field House: 87,900
- Ice Arena: 49,300

The complex is generally occupied following the schedule below:

Gym

100% occupied for 249 fall/winter/spring days per year, with the following schedule:

- Sunday 8 am - 10 pm
- Monday - Thursday 6 am - 10 pm

- Friday 6 am - 8 pm
- Saturday 8 am - 8 pm

100% occupied for 109 summer days with the following schedule:

- Sunday – Closed
- Monday/Wednesday/Friday 6 am - 7 pm
- Tuesday/Thursday - 8 am - 7 pm
- Saturday 8 am - 12 pm

#### Ice Arena

100% occupied during the following schedule:

- July - Mid-March from 5:00AM - Midnight, 7 days/week.

25% occupied during the following schedule (i.e. no ice rink, but still staff and locker use):

- Mid- March - June from 7:00AM - 3:00 pm, Monday – Friday.

#### Field House

100% occupied for 249 fall/winter/spring days per year, with the following schedule:

- Sunday 8 am - 10 pm
- Monday - Thursday 6 am - 10 pm
- Friday 6 am - 8 pm
- Saturday 8 am - 8 pm

100% occupied for 109 summer days with the following schedule:

- Sunday – Closed
- Monday/Wednesday/Friday 6 am - 7 pm
- Tuesday/Thursday - 8 am - 7 pm
- Saturday 8 am - 12 pm

Below is a list of technical details related to the building:

General Building Condition: Good to poor.

Envelope: Masonry brick/block with EPDM roofing on the ice arena and gymnasium and polycarbonate panel on the field house. The windows are double-pane.

#### HVAC:

**Gymnasium:** The gym is on the central heating hot water loop. Hot water is distributed from the central heating plant to a shell & tube heat exchanger. From there, distribution pumps equipped with variable frequency drives provide hot water to heating and ventilating air-handling units. The major open gym space has demand-controlled ventilation strategies programmed in the Delta DDC system. There is currently no cooling system for the main gym areas.

Classrooms, dance class spaces, and fitness spaces currently are served by split DX systems for space conditioning.

**Ice Arena:** The ice arena is on the central heating hot water loop. Hot water is distributed from the central heating plant to a shell & tube heat exchanger. From there, constant volume distribution pumps provide hot water to a heating and ventilating air-handling unit which serves the main lobby areas.

The ice rink space is served by separate packaged units which provide heating, cooling, and dehumidification. The ice itself is maintained by an ammonia refrigeration system.

**Field House:** The gym is on the central heating hot water loop. Hot water is distributed from the central heating plant to a shell & tube heat exchanger. From there, distribution pumps provide hot water to heating and ventilating air-handling units that serve main field house track spaces and various small offices. The major open gym space has demand-controlled ventilation strategies programmed in the Delta DDC system. There is currently no cooling system for the main field house track areas.

There is currently no cooling system serving the field house.

**Lighting:** Mainly T8 fluorescent lighting systems with 32-watt lamps and electronic ballasts illuminate the offices, student function rooms, and lobby areas of the complex. High bay, high output T8s illuminate the main gym, field house track, and ice rink areas. There are lighting control systems at the gymnasium and the field house that can control the high bay lighting, however the system is not utilized properly.

**Energy Management System:** The HVAC system is all currently on the Delta DDC system.

**Domestic Hot Water Heating:** The DHW loads at the complex are served by a heat exchanger which is tied into the main heating hot water loop.

**Renewable/Alternative Energy:** None.

**Past Improvement Efforts:**

DATE	IMPROVEMENT
2008	Ice Rink: Control system replacement with Delta DDC system.
2011	Gym: Roof replacement.
2011	Complex-wide lighting system upgrade.
2011	Gym: HVAC upgrade.
2016	Gym: Hot water tank replacement.
2016	Ice Arena: Repair Munter HVAC system.

**Potential ECMs:**

Complex-Wide

1. Upgrade lighting systems to new LED technology.
2. Convert constant volume AHUs to variable-air volume
3. Retro-commission existing DDC system.
4. Optimize overall HVAC sequence of operations.
5. Re-evaluate existing DHW systems for more efficient/effective operation.
6. Building envelope improvements/weather stripping.
7. Energy efficient transformers.
8. Investigate solar PV system for complex.

Gymnasium

1. Recommission and optimize main gym lighting control system.

Ice Arena

1. Install lighting control systems.
2. Install variable frequency drives on hot water distribution pumps.
3. Replace Munter units that serve main ice rink.
4. Heat recovery from refrigeration plant to utilize for heating and ice melting.

5. Optimize refrigeration plant control strategies, space and ice set points, and overall operations.
6. Install head pressure controls on refrigeration system.
7. Optimize rink ice thickness.
8. Investigate vortex-treated water for ice resurfacing.

Field House

1. Recommission and optimize main field house track lighting control system.
2. Install variable frequency drives on hot water distribution pumps.
3. Replace Victaulic fittings on heating hot water piping system.
4. Repair thermal bridging on east side of building

- I. **Robie-Andrews Hall:** The building is a 6-story dormitory facility originally constructed in 1897 (Robie Hall) with a major addition in 1916 (Andrews hall). The building was extensively renovated in 1977. The general space is mainly comprised of student dorm rooms and student gathering spaces. An arts/crafts/ceramics shop is also housed on the ground floor. The building has approximately 76,800 square feet of conditioned space and is generally occupied 100% occupied for 24 hours/day for the fall/winter/spring months for 214 days, then 62% occupied for 41 days in the summer.

Below is a list of technical details related to the building:

General Building Condition: Poor.

Envelope: Masonry brick/block with slate roof and with a combination of single and double-pane window.

HVAC: The building is on the central heating hot water loop. Hot water is distributed from the central heating plant to a plate & frame heat exchanger. From there, distribution pumps provide hot water to fin-tube radiation units in the dorm rooms and dedicated heating and ventilating air-handling units serving the corridors; the supply fans are equipped with variable frequency drives. There are also dedicated air-handling units that serve the kiln room and ceramics areas on the ground floor. These units are equipped with an energy recovery system. Throughout the spaces there are also multiple booster pumps within the hot water distribution system that currently have Belimo valves which modulate to control hot water distribution temperatures to radiation units and air-handling unit hot water coils.

Robie-Andrews Hall currently does not have any cooling systems.

Lighting: Mainly T8 fluorescent lighting systems with 32-watt lamps and electronic ballasts as well as compact fluorescent lighting exist in the dormitory building. There are currently no controls for the lighting system.

Energy Management System: The HVAC system is all currently on the Delta DDC system.

Domestic Hot Water Heating: During the heating season, a heat exchanger is used to provide DHW to the building. During the cooling season, separate natural gas fired hot waters boiler are used for DHW loads.

Renewable/Alternative Energy: None.

Past Improvement Efforts:

DATE	IMPROVEMENT
2009	Upgrade BAS hardware w/ graphics interface.
2010	Slate roof restoration project.
2010	Upgrade to DDC controls.
2015	Heat exchanger replacement.

Potential ECMs:

1. Upgrade lighting systems to new LED technology.
2. Install lighting occupancy controls and daylight harvesting controls.
3. Install variable frequency drives on hot water distribution pumps.
4. Optimize hot water distribution and temperature control strategy.
5. Improve ventilation system and strategy for dormitories.
6. Retro-commission existing DDC system.
7. Retro-commission existing energy recovery system and optimize performance.
8. Investigate re-sizing/re-design of ceramics air-handling unit system.
9. Optimize overall HVAC sequence of operations.
10. Building envelope improvements/weather stripping.
11. Window replacements.
12. Energy efficient transformers.

**J. Brooks Student Center:** The building is a 4-story campus center facility originally constructed in 1970. The general space is mainly comprised of student services, gathering spaces, and a dining hall and kitchen. The building has approximately 45,700 square feet of conditioned space and is generally occupied from 7AM – 11PM during the school year with sporadic occupancy during the summer months.

Below is a list of technical details related to the building:

General Building Condition: Fair.

Envelope: Panel with an EPDM roof and a combination of single and double-pane windows.

HVAC: The building is on the central heating hot water loop. Hot water is distributed from the central heating plant to shell & tube heat exchangers. From there, distribution pumps provide hot water to fin-tube radiation units and air-handling units around the building.

The dining hall has an air-cooled chiller that provides chilled-water to multiple air-handling units. The system is a single-pipe arrangement with a valve switch for heating and cooling, depending on the building loads and conditioning season.

The dining hall kitchen has a dedicated boiler that makes steam to provide to multiple kettles for cooking needs. There is a variable-speed kitchen exhaust system serving the cooking area, however there is no make-up air system causing negative air pressure conditions. Food storage is also served by aging refrigeration units.

Lighting: Mainly T8 fluorescent lighting systems with 25-watt lamps and electronic ballasts as well as compact fluorescent lighting. There are also LEDs in the kitchen/buffet areas. There are currently no lighting controls.

Energy Management System: The HVAC system is all currently on the Delta DDC system.

Domestic Hot Water Heating: During the heating season, a heat exchanger is used to provide DHW to the building. During the cooling season, a separate natural gas fired hot water boiler is used for DHW loads.

Renewable/Alternative Energy: None.

Past Improvement Efforts:

DATE	IMPROVEMENT
2008	BAS upgrade project.
2012	Lighting upgrade project.
2015	Kitchen exhaust upgrade.
2017	LED lighting upgrade.
2017	Dish room and kitchen exhaust upgrade project.

Potential ECMs:

1. Full lighting system upgrade to new LED technology.
2. Install lighting occupancy controls and daylight harvesting controls.
3. Improve ventilation system and air pressure management for kitchen.
4. Retro-commission existing DDC system.
5. Energy recovery.
6. Optimize overall HVAC sequence of operations.
7. Building envelope improvements/weather stripping.
8. Window replacements.
9. Solar film on windows.
10. Improve kitchen refrigeration equipment.
11. Investigate alternative heating scenarios for kitchen kettles.
12. Ventless dish washers.
13. Energy efficient transformers.

**K. Upton-Hastings**: The building is a 5-story dormitory and student services facility constructed in 1970. The general space is mainly comprised dorm rooms, student gathering areas, and some academic/student support services spaces. The building has approximately 102,600 square feet of conditioned space and is generally occupied 100% occupied for 24 hours/day for the fall/winter/spring months for 214 days, then 62% occupied for 35 days in the summer.

Below is a list of technical details related to the building:

General Building Condition: Fair.

Envelope: Masonry brick/block with an EPDM roof and double-pane windows.

HVAC: The building is on the central heating hot water loop. Hot water is distributed from the central heating plant to shell & tube heat exchangers. From there, distribution pumps provide hot water to fin-tube radiation around the building.

There is very little cooling at this building.

Lighting: Mainly T8 fluorescent lighting systems with 32-watt lamps and electronic ballasts as well as compact fluorescent lighting. There are currently no lighting controls.

Energy Management System: The HVAC system is all currently on the Delta DDC system.

Domestic Hot Water Heating: During the heating season, a heat exchanger is used to provide DHW to the building. During the cooling season, a separate natural gas fired hot water boiler is used for DHW loads.

Renewable/Alternative Energy: None.

**Past Improvement Efforts:**

DATE	IMPROVEMENT
2009	Roof replacement project.
2009	BAS upgrade and HVAC re-zoning project.
2010	Hot water system upgrade.
2011	Window replacement project.
2011	Window glazing.

**Potential ECMs:**

1. Lighting system upgrade to new LED technology.
2. Install lighting occupancy controls and daylight harvesting controls.
3. Retro-commission existing DDC system.
4. Optimize overall HVAC sequence of operations.
5. Building envelope improvements/weather stripping.
6. Energy efficient transformers.

- L. Central Heating Plant (CHP):** The building is a 1-story hot water heating plant originally constructed in 1963 with a major renovation to the energy system infrastructure being completed in 2014. The general space is mainly comprised of heavy mechanical and electrical systems that serve the majority of the USM Gorham campus. The building is approximately 2,300 square feet and is generally occupied 24 hours per day. Below is a list of technical details related to the building:

General Building Condition: Good.

Envelope: Masonry brick and vinyl siding with an EPDM roof and double-paned windows.

HVAC: The building is serves as the Gorham campus main central heating plant which services the majority of the campus building heating loads. There are three (2) Hurst Series 500 natural gas-fired hot water boilers with firetube burners installed in 2013 (the units are dual-fuel and can also be run on #2 fuel oil). Two of the boilers are 500 horsepower units and one boiler is 150 horsepower. The high-pressure hot water supply temperature varies between 180° F to upwards of 300° F, depending on the heating loads.

Lighting: Mainly T8 fluorescent lighting systems with 25-watt lamps and electronic ballasts. Compact fluorescent lighting also exists in specific areas. There are currently no lighting controls at this building.

Energy Management System: The CHP equipment/systems are all currently on the Delta DDC system.

Domestic Hot Water Heating: DHW loads are served by ‘point-of-use’ electric hot water heaters.

Renewable/Alternative Energy: None.

**Past Improvement Efforts:**

DATE	IMPROVEMENT
2012-2013	Major MEP renovation/boiler upgrade.

**Potential ECMs:**

1. Upgrade lighting systems to new LED technology.
2. Retro-commission existing DDC system.
3. Hot water pipe distribution system repairs.
4. Optimize overall HVAC sequence of operations.
5. Energy efficient transformers.
6. Evaluate power quality.
7. Investigate combined heat and power.

## APPENDIX H – CONTRACT TERMS AND CONDITIONS

### Requirements of Contract Documents

1. The RFP contemplates that the successful Respondent and the University will enter into four contracts:
  - a. Phase 1 Investment Grade Audit and Project Proposal Contract
  - b. Phase 1 Energy Savings Performance Contract
  - c. Phase 2 Investment Grade Audit and Project Proposal Contract
  - d. Phase 2 Energy Savings Performance Contract.
2. Though this document is primarily for University of Southern Maine, at the University's sole discretion, all campuses in the University of Maine System must be afforded the use of this solution under additional contracts, with all the same terms and conditions applicable to the various University locations.
3. Appendix H the Special Contract Terms and Conditions set forth below are agreed to by the ESCO and the University and such terms shall be included in all resulting agreements between the ESCO and the University.
4. Appendix H-1 contains Special Contract Terms and Conditions for Investment Grade Audit and Project Proposal Contract, which are agreed to by the ESCO and the University and such terms shall be included in any resulting Phase 1 Investment Grade Audit and Project Proposal Contract and Phase 2 Investment Grade Audit and Project Proposal Contract.
5. Appendix H-2 contains Special Contract Terms and Conditions for Energy Savings Performance Contract, which are agreed to by the ESCO and the University and such terms shall be included in any resulting Phase 1 Energy Savings Performance Contract and Phase 2 Energy Savings Performance Contract.

### SPECIAL CONTRACT TERMS AND CONDITIONS

1. **ESCO Performance.** ESCO shall perform all tasks/phases under the Contract, including construction, and install the Equipment in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to the **Standards of Comfort** and the **Construction Schedule** agreed to in the Contract. ESCO shall repair and restore to its original condition any area of damage caused by ESCO's performance under this Contract. The University reserves the right to review the work performed by ESCO and to direct ESCO to take certain corrective action if, in the opinion of the University, the structural integrity of the Project Site(s) or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by ESCO's performance of the work shall be borne by ESCO.
2. **Independent Contractor:** ESCO is an independent contractor of the University, not a partner, agent or joint venture of the University and neither the ESCO nor the University (collectively the "Parties" and each individually, a "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, ESCO, 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 ESCO. ESCO 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.

### 3. ESCO Insurance:

3.1 The ESCO shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Maine. The ESCO shall maintain the required insurance until the expiration of the period for correction of Work as set forth in this Contract.

#	Insurance Type	Coverage Limit
1	General Commercial Liability  Providing coverage for:  damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;  personal injury and advertising injury;  damages because of physical damage to or destruction of tangible property, including the loss of use of such property;  bodily injury or property damage arising out of completed operations; and  the ESCO's indemnity obligations in the Contract.	\$2,000,000 per claim or more, \$2,000,000 aggregate, and \$2,000,000 aggregate for products-completed operations hazard
2	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel. Set at statutory limit requirements.
3	Employers' Liability	\$500,000 each accident, \$500,000 each employee, and \$500,000 policy limit.
4	Professional Liability Insurance	\$1,000,000 per claim or more, and \$2,000,000 aggregate
5	Pollution Liability insurance (Work involves the transport, dissemination, use, or release of pollutants)	\$1,000,000 per claim or more, and \$2,000,000 aggregate
6	Maritime Liability (risks associated with the operation of a vessel)	\$2,000,000 per claim or more, and \$2,000,000 aggregate
7	Use or operation of manned or unmanned aircraft	\$1,000,000 per claim or more, and \$1,000,000 aggregate
8	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per claim or more, and \$1,000,000 aggregate

3.2 **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.

3.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the ESCO shall cause the commercial general liability coverage to include (1) the ESCO, ESCO subcontractors, agents, and

the ESCO's consultants as named insured and additional insureds respectively for claims caused in whole or in part by the ESCO's negligent acts or omissions during the ESCO's operations; and (2) the University as an additional insured for claims caused in whole or in part by the ESCO's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations.

- 3.4 Prior to the start of execution of the Work, 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**

- 3.4.1 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.

- 3.5 **Deductibles and Self-Insured Retentions.** The ESCO shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the ESCO and the University has the right to require changes and amendments as necessary based in whole or in part on the financial condition of the firm or other factors that may affect ESCO's performance on this agreement.

4. **University Property Insurance:** Property insurance coverage, up to the total amount of the Project, will be provided by the University by either adding the Project to the University's existing master property insurance or purchasing a stand-alone builder's risk policy. Coverage shall be included for the ESCO and all Subcontractors, as their interests may appear, while involved in the Project and until the work is completed or the contractor is otherwise advised in writing. This insurance is limited to the "all risk" type coverage provided under the University's master property insurance for direct physical loss or damage to the building or building materials related to the project, subject to standard policy limitations and exclusions. The contractor is responsible for a \$10,000 per claim deductible. Any other insurance desired by the ESCO beyond that covered by the University's insurance, or to cover the \$10,000 deductible, is the responsibility of the ESCO. This contract stands as verification of the University's property insurance coverage on the project and no further verification will be provided.

## 5. Termination

- 5.1 **For Convenience by the University:** The University may terminate the Contract in whole or in part for its convenience.

- 5.1.1 Termination for Convenience occurs if the University notifies the ESCO of its termination of this Contract for its convenience after providing seven (7) days written notice to the ESCO.
- 5.1.2 Upon a termination for convenience under Section 5.1 and to the extent of such termination for convenience, ESCO and University shall be relieved of all obligations and waive all rights and remedies against one another related to the terminated Work except for those set forth in this Section and those obligations set forth in the Contract Documents that survive termination of the Contract. If University terminates for convenience, as ESCO's sole and exclusive remedy at law or in equity, University shall pay ESCO for the Work completed through the date of termination along with reasonable direct costs and direct expenses

incurred by ESCO related to the termination. The University may direct the ESCO to assign the ESCO's right, title, and interest under terminated orders or subcontracts to the University. The ESCO must still complete and deliver to the purchasing institution the Work not terminated by the Notice of Termination and may incur obligations as are necessary to do so. ESCO waives all rights to any other damages, whether in law or equity, related to a termination for convenience not stated in this Section. Notwithstanding the above, the University's maximum liability for Termination for Convenience of an Investment Grade Audit and Project Development Contract shall be the ESCO's Proposed Cost per Square Foot set in its response to the RFP multiplied by the sum of the square footage set forth in Table 1 found in RFP Appendix G for the given Phase's buildings actually audited by company.

## **5.2 For Cause by the University:**

### **5.2.1 ESCO shall be deemed in default of the Contract if:**

- 5.2.1.1** ESCO repeatedly refuses or fails to supply a reasonable number of properly skilled workers to properly execute the Work;
- 5.2.1.2** a proceeding is instituted against ESCO seeking to adjudicate ESCO as bankrupt or insolvent and such proceeding is not dismissed within six (6) months of such filing, ESCO makes a general assignment for the benefit of its creditors, a receiver is appointed on account of the insolvency of ESCO, and/or ESCO files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts;
- 5.2.1.3** ESCO repeatedly fails to make payment when due to subcontractors and suppliers for materials or labor in accordance with the respective agreements between ESCO and the subcontractors and suppliers or as required by law;
- 5.2.1.4** ESCO disregards or is in violation of applicable laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Work; or
- 5.2.1.5** ESCO otherwise substantially breaches a material provision of the Contract Documents.

**5.2.2** Upon default by ESCO, as defined above, University, may without prejudice to any other rights or remedies and after giving ESCO fourteen (14) calendar days' written notice and a reasonable opportunity to cure the default, not to exceed fourteen (14) calendar days, terminate the ESCO's right to proceed with the Work or such part of the Work as to which there has been delay or a failure to properly perform. The ESCO shall continue performance of the Work to the extent it is not terminated.

**5.2.3** When the University terminates the Contract for cause, ESCO shall not be entitled to receive further payment until the Work for which it was terminated is finished. If after the Work is complete, the unpaid balance of the Contract exceeds the costs of finishing the Work, such excess shall be paid to ESCO. If such cost of finishing the Work equals the unpaid balance of the Contract, the University shall retain the unpaid balance of the Contract. If such cost of finishing the Work exceeds the unpaid balance of the Contract, the University shall retain the unpaid balance of the Contract and ESCO shall pay the difference to the University. Upon termination for cause, ESCO and University shall be relieved of all obligations and waive all rights and remedies against one another except for those set forth in this section and those obligations set forth in the Contract Documents that survive termination of the Contract.

**5.2.4** Notwithstanding termination of the Contract and subject to any directions from the University, the ESCO shall take timely, reasonable and necessary action to protect and preserve property in the possession of the ESCO in which the University has an interest. Such obligation shall survive termination.

**5.3** If University terminates this Contract for cause and it is later determined that ESCO was not in default, or that the default was excusable under the Contract or applicable law, then in such event the

termination shall be deemed a Termination for Convenience and the rights of the Parties shall solely be as set forth in this Contract for a termination for convenience.

6. **Force Majeure.** The ESCO shall not be in default by reason of any failure in performance of this Contract in accordance with its terms to the extent such failure arises out of acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. Upon request of the ESCO, the University shall ascertain the facts and extent of such failure, and, if the University determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the ESCO's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the purchasing University.

## 7. STANDARDS FOR SAFEGUARDING INFORMATION

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. ([infosecurity.maine.edu](http://infosecurity.maine.edu))

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA) and Maine Notice of Risk to Personal Data Act.

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
  - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Driver's License and Social Security numbers, in both paper and electronic format.
  - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
3. Return or Destruction of Compliant or Business Sensitive Information:
  - A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that

- is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
- B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties, that return or destruction of such information is infeasible; Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
- C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.
4. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
5. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.
6. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
7. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:
- Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or

- Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.
8. Survival: The respective rights and obligations of Contractor under Section 3 of this Rider shall survive the termination of this Agreement.

## APPENDIX H-1 SPECIAL CONTRACT TERMS AND CONDITIONS FOR INVESTMENT GRADE AUDIT AND PROJECT PROPOSAL CONTRACT

The special contract terms and conditions for the investment grade audit and project proposal contract.

1. **Payment through Performance Contract.** University shall have no payment obligations under the Investment Grade Audit & Project Proposal Contract except upon the University's Termination of the Contract for Convenience as set forth in these Terms & Conditions. The University's liability under this Contract shall be capped at the ESCO's remedy for Termination for Convenience. It is the University and ESCO's intent to negotiate and execute an Energy Savings Performance Contract within 120 days after the University's receipt and written acceptance of the ESCO's final **Investment Grade Audit and Project Proposal** through the **Notice of Acceptance**. Any fee for the ESCO's work under this Contract shall be incorporated into ESCO's project costs in the Energy Savings Performance Contract and paid through the Energy Savings Performance Contract funding mechanisms.
2. **Project with Insufficient Savings.** University shall have no payment obligations under this Contract in the event that ESCO's final **Investment grade Audit and Project Proposal Contract** does not contain a package of energy and water saving measures, per the **Specifications and Scope of Work** that will provide the University with annual cost savings sufficient to fund the University's annual payments of all costs and fees associated with the Energy Savings Performance Contract. This includes 1) the fee associated with the Investment Grade Audit, 2) all monthly payments on the applicable debt service to finance ECMs, 3) any annual service fees related to the ECMs, including but not limited to M&V and O&M, incurred by the ESCO, and (4) all third party consulting fees. Should the ESCO determine at any time during the Investment Grade Audit that savings cannot be attained to meet these terms, the ESCO shall notify the University and at the University's sole discretion, the Investment Grade Audit and this Contract may be terminated for cause by written notice by the University. Upon the University's termination of the ESCO for cause, ESCO's sole and exclusive remedy shall be the remedy set forth in this Contract for Termination for Cause.
3. **Project is Declined by University.** If the ESCO is not terminated for cause, the University determines that the ESCO successfully completed the Investment Grade Audit and the University does not enter into an Energy Savings Performance Contract with the ESCO within 120 days of the University's receipt and written acceptance of the ESCO's final **Investment Grade Audit and Project Proposal**, then this Contract will be deemed Terminated for Convenience. Upon the University's termination of the ESCO for convenience, ESCO's sole and exclusive remedy shall be the remedy set forth in this Contract for a Termination for Convenience.
4. **Funding Sources to Support Annual Payment.** The ESCO hereby agrees that it shall only present the following payment sources in the Investment Grade Audit Report for consideration by the University:
  - a. Annual energy cost savings
  - b. Annual water and other utility cost savings
  - c. Material/commodity savings, only in years when savings are achieved, including avoided costs such as lamp and ballast replacements, scheduled replacement of parts, etc. (savings for this line item will be limited to those that can be thoroughly documented and approved. Such savings must only be attributed to the cash flow in years when savings will occur).
  - d. Maintenance cost savings such as terminated service contracts on equipment (savings will be limited to those that can be thoroughly documented and approved. Such savings must only be attributed to the cash flow in years when savings will occur).

5. **Equity cash outlay** - At sole option of the University and upon written authorization by the University, an equity cash outlay by third party financing entity pending funding approval, may be used to supplement savings. The ESCO shall otherwise proceed with development of a fully self-funding project paid only through cost savings as stated above in Paragraph 4.
6. **Utility Incentives:** ESCO must diligently pursue any local utility incentive programs, grants, or assignment of tax benefits, as applicable. Detailed information concerning these programs may be obtained directly from the utilities or other funding sources. ESCO will deduct any utility incentives from the Total Project Investment. All grants and other funding sources must entirely be passed through to the University. The selected ESCO will be required to secure and maximize the usage of all applicable utility incentives available for this project.
7. **Contract Term.** The contract term is 2 year from the effective date of the Contract.
8. **Annual Savings Exceed Annual Costs.** In its Project Proposal, ESCO shall propose ECMs such that the University's annual savings exceed annual payments each and every year while the performance guarantee is in effect. This means that excess savings in other years and interim savings during the construction period shall not be allocated to meet shortfalls in any other year. Annual payments shall include debt service, ESCO fees, Celtic fees, maintenance services, M&V services, third party consultant services, and other services.
9. **Equipment Compatibility or Standardization.** All equipment proposed by the ESCO, shall have compatibility with existing systems, and shall be by the same manufacturer as similar or comparable existing equipment for standardization of equipment University-wide, unless an exception is made by the University.
10. **Non-Appropriation.** Notwithstanding any other provisions in this Contract, the University receives funding based on an approved fiscal year budget. If the University is not appropriated sufficient funds to pay for the work to be performed under this Contract or if funds are de-appropriated, then the University is not obligated to make payment under this Contract.
11. **Inflation and Escalation Rates.** Any general inflation rates and/or escalation rates will be pre-approved by University and mutually agreed upon.
12. **Energy Escalation Rates.** Where the annual debt service payments are set up to escalate each year in anticipation of annually escalating energy cost savings, a calculator will be used to determine the maximum value as developed by the US Department of Energy for Energy Savings Performance Contracts in its Federal Energy Management Program. The tool is on-line at: <https://www.energy.gov/eere/femp/building-life-cycle-cost-programs>
13. **Savings Measurement and Verification Plan.** As part of ESCO's final **Investment Grade Audit and Project Proposal**, ESCO shall submit a Savings Measurement & Verification (M&V) plan developed per the most recent IPMVP guidelines for M&V of annual guaranteed savings. Note that this will be rigorously reviewed by the University's third-party consultant, Celtic Energy, Inc.
14. **Independent Review of Project.** In its final **Investment Grade Audit and Project Proposal**, ESCO shall include 2% of the total project cost to be used to cover the cost of the University's independent owner's representative, Celtic Energy, to provide an independent review of the ESCO's scope, pricing reasonableness, energy savings calculations, M&V plan, O&M plans, commissioning plans, reporting, etc. Also include a placeholder for independent review of Annual

M&V Reports Celtic Energy of up to 5% of the annual savings in each year of the contract term. ESCOs should include this as a line item in their cost buildup and cash flow document.

15. **Standards of Comfort.** ESCO will propose to maintain and operate the Equipment in a manner which will provide the standards of heating, cooling, ventilation, hot water supply, and lighting quality and levels as defined by the University during the Investment Grade Audit phase. During the term of this Contract, ESCO and the University will maintain and operate the Equipment in a manner that will provide the standards of comfort and levels of operation as described in the Investment Grade Audit.
16. **Indemnity.** To the fullest extent permitted by law, ESCO shall defend, indemnify and hold harmless the University, and the University's trustees, officers, directors, agents, consultants, and employees in their official and individual capacities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to, arising out of or resulting from performance of the Work and this Contract, including but not limited to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, or liens on the University's property, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Contract by ESCO or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. THIS DEFENSE AND INDEMNIFICATION OBLIGATION IS INTENDED TO WAIVE ANY EXCLUSIVITY-OF-REMEDY DEFENSE OR EMPLOYER IMMUNITY PROVISIONS THAT MAY OTHERWISE BE AVAILABLE TO CONTRACTOR UNDER WORKERS' COMPENSATION OR SIMILAR LAWS. The obligations in this Section survive termination of the Contract.
17. **ESCO** shall furnish all permits or licenses which are required to perform the Work before the ESCO commences the portion of the Work requiring such permit or license.
18. **Hazardous Materials.** In the event ESCO discovers Hazardous or Excluded Materials (as agreed to in the Contract and as a minimum identified below), ESCO shall immediately cease work, remove all ESCO personnel or subcontractors from the site, and notify the University. The University shall be responsible to handle such Materials at its expense.

ESCO shall undertake no further work on the Project Site(s) except as authorized by the University in writing. Notwithstanding anything in the project Contract to the contrary, any such event of discovery or remediation by the University shall not constitute a default by the University. In the event of such stoppage of work by ESCO, the Time for Completion of Work will be automatically extended by the amount of time of the work stoppage and any additional costs incurred by ESCO as a result will be added by Change Order.

ESCO shall be responsible for any hazardous or other materials, including, without limitation, those listed in this section that it may bring to the Project Site(s). ESCO shall not be entitled to a Change Order to resolve any issues related to any hazardous materials that it brings to the Project Site.

**Hazardous or Excluded Materials include:**

<b>Category</b>	<b>Sub-Category</b>
<b>Hazardous Waste</b>	Compressed Gas (Aerosols, Cylinders, etc.)
	Acidic Waste
	Alkaline Waste
	Contaminated Debris
	Flammable (Liquids and Solvents)
	Lab Pack Consolidation (Toxic, Environmental, Contaminated aqueous liquids)
	Lab Pack Reactives (Oxidizers, Nitric Acid, Sodium Metal etc.)
	Toxics Heavy metals (Reclamation)
	Acutely Toxic
	Formaldehyde Specimens
	Mixed Organic Solvents (low chlorine, <3,000 BTU/gal)
	Mixed solvents halogenated Organic solvent or oil-contaminated soils and sludge
	Photographic Fixtures (silver recovery)
	Unknown Contents Identification
	Other as defined by industry as hazardous waste
	<b>Universal Waste</b>
Bulbs (4')	
Bulbs (8')	
Fluorescent lamps	
Utubes	
Batteries (Lithium)	
Batteries (NiCad)	
Batteries (Lead Acid)	
Electronics	
CRTs (5 count)	
PCB containing fluorescent light ballast	
Mercury Waste	
Other as defined by industry as University Waste	
<b>Other Regulated Waste</b>	
	DEA Controlled Substances
	Pesticides
	Other as defined by industry as other regulated waste
<b>Non-Regulated</b>	Non-Regulated (Oils, Antifreeze, etc.)
	Other as defined by industry as non-regulated waste
<b>Building Hazardous Materials or Processes</b>	Asbestos containing building materials
	Lead containing paint
	Exposure to other process dusts, vapors, mists, or chemicals
	Other as defined by industry as building hazardous materials or processes

Contract to the extent feasible or known, will outline the definition of the work expected and role of the vendor within or around our facilities and identify more precisely the hazardous wastes or building materials that may be impacted by the work.

In the event that this Contract or the Work involves or results in the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Contract, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

## APPENDIX H-2 SPECIAL CONTRACT TERMS AND CONDITIONS FOR ENERGY SAVINGS PERFORMANCE CONTRACT

The special contract terms and conditions for the energy savings performance contract.

1. **Contract Term.** The contract term is 15 years measured beginning with the Commencement Date provided the cost-weighted average lifetime of the equipment exceeds the contract term. Nonetheless, the Contract shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period". All energy savings achieved during the interim period will be fully credited to Institution. If the cost-weighted average lifetime of the equipment does not exceed the contract term the University and ESCO shall renegotiate the contract term in good faith. The *ASHRAE Book of Standards* will be used in determining the cost-weighted average useful life of the equipment.
2. **Annual Guaranteed Cost Savings.** ESCO hereby guarantees that annual savings shall exceed annual payments each and every year while the performance guarantee is in effect. Annual payments shall include debt service, ESCO fees for annual services, and 3<sup>rd</sup> party owner's representative fees (Celtic Energy). The University reserves the right to terminate the Guarantee after the first performance year from the date of project acceptance. If the University exercises that option, the ESCO will have no more savings guarantee requirements. Any measurement guarantee shall be made available as a continued option for each subsequent year of the contract term. The University can cancel the guarantee at any time after the required period. The guarantee must provide for the sum of identified cost savings to equal or exceed the amount of the annual debt service payments. Actual excess savings in other years of the contract term shall not be allocated to meet shortfalls in any particular year.
3. **Annual Guaranteed Cost Savings Remedy.** In the event the Energy and Cost Savings achieved during such guarantee year are less than the Guaranteed Energy and Cost Savings as defined in the agreed to **Savings Guarantee**, the ESCO shall pay the Institution an amount equal to the deficiency. The ESCO shall remit such payments to the Institution within 14 days of written notice by the Institution of such monies due.
4. **Interim Savings during Construction Period.** Savings accrued during the construction period will not be allocated to the annual savings of any year unless the University directs the selected ESCO to include it. See "Annual Savings Exceed Annual Costs" above. Any interim cost savings realized are retained by the University.
5. **Excess Savings (beyond the guaranteed amount).** Excess savings will be retained by University and will not be allocated to cover shortfalls in savings in other years. See "Annual Savings Exceed Annual Costs" above.
6. **Use of Stated Cost Markups.** The ESCO agrees to the Cost Markups provided in its RFP Response shall be binding for all Work completed under the Energy Savings Performance Contract for Phase 1 and Phase 2, provided the size and scope of the project is not materially altered by the University. Cost markups presented in the Proposal can be negotiated downward, however the cost markups stated in the Proposal are the maximum markups allowed by the ESCO. Markup represents the total percentage applied to the base costs for the Work for the Contractor's overhead and profit.

7. **Contingency.** At the completion of the Work, all unused contingency funds, including all unused Hazardous Material Contingency funds, will revert to University or be applied to additional work scope through a change order.
8. **Open Book Pricing.** Open book pricing will be required, such that the ESCO will fully disclose all costs, including all costs of subcontractors and vendors. Open book pricing is full disclosure by the ESCO to the University of all costs necessary for completion of the Work agreed to by the University and ESCO in the Energy Savings Performance Contract and the ESCO's markups on such costs. The markups provided by the ESCO in response to the RFP have been applied to the Work costs to determine the Firm-Fixed Price Contract Price for which the ESCO has agreed to complete the Work. The "Work" shall include all labor, materials, equipment, services, tools, utilities, fuel, transportation, and other facilities and services necessary for proper execution and completion of the work as described in the Contract. Open book pricing will be required such that all costs, including all costs of subcontractors and vendors, are fully disclosed.

ESCO will maintain cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. ESCO will provide access to records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. Stated cost markups will be clearly applied.

9. **Equipment Compatibility or Standardization.** All equipment installed by the ESCO, shall have compatibility with existing systems, and shall be by the same manufacturer as similar or comparable existing equipment for standardization of equipment University-wide, unless an exception is made by the University.
10. **Non-Appropriation.** Notwithstanding any other provisions in this Contract, the University receives funding based on an approved fiscal year budget. If the University is not appropriated sufficient funds to pay for the work to be performed under this Contract or if funds are de-appropriated, then the University is not obligated to make payment under this Contract.
11. ESCO shall measure and/or calculate energy-related cost savings as specified in the **Savings Measurement and Verification Plan**. Upon acceptance of construction by the Owner, an **Annual Measurement & Verification Savings Report** shall be provided within a negotiated time frame (in days) of the end of the year for the previous year for each anniversary of the Commencement Date.
12. **Independent Review of Project.** ESCO shall include 2% of the total project cost to be used to cover the cost of the University's independent owner's representative, Celtic Energy, to provide an independent review of the ESCO's scope, pricing reasonableness, energy savings calculations, M&V plan, O&M plans, commissioning plans, reporting, etc. Also include a placeholder for independent review of Annual M&V Reports Celtic Energy of up to 5% of the annual savings in each year of the contract term. ESCOs should include this as a line item in their cost buildup and cash flow document.
13. **Project Commissioning.** The ESCO shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in a **Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment** plan. This will take place prior to acceptance of the project by the University. Testing shall be designed to determine if the Equipment is functioning in accordance with both its published specifications and the details of the Investment Grade Audit Report and supporting

documentation for each ECM, and to determine if modified building systems, subsystems or components are functioning properly within the new integrated environment. The ESCO shall provide notice to the University of the scheduled test(s) and the University and/or its designees shall have the right to be present at any or all such tests conducted by ESCO and/or manufacturers of the Equipment. The ESCO shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures as specified in the **Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment** plan. Prior to University acceptance ESCO shall also provide University with reasonably satisfactory documentary evidence that the Equipment installed is the Equipment specified in the Investment Grade Audit.

14. **Standards of Comfort.** ESCO will maintain and operate the Equipment in a manner which will provide the standards of heating, cooling, ventilation, hot water supply, and lighting quality and levels as defined by the University during the Investment Grade Audit phase. During the term of this Contract, ESCO and the University will maintain and operate the Equipment in a manner that will provide the standards of comfort and levels of operation as described in the Investment Grade Audit.
19. **Hazardous Materials.** In the event ESCO discovers Hazardous or Excluded Materials (as agreed to in the Contract and as a minimum identified below), ESCO shall immediately cease work, remove all ESCO personnel or subcontractors from the site, and notify the University. The University shall be responsible to handle such Materials at its expense.

ESCO shall undertake no further work on the Project Site(s) except as authorized by the University in writing. Notwithstanding anything in the project Contract to the contrary, any such event of discovery or remediation by the University shall not constitute a default by the University. In the event of such stoppage of work by ESCO, the Time for Completion of Work will be automatically extended by the amount of time of the work stoppage and any additional costs incurred by ESCO as a result will be added by Change Order.

ESCO has included in its Firm-Fixed Price Contract Price a Hazardous Material Contingency equal to .5 – 1.0% of the Project Price-Direct Costs of the Work, as determined by University in its sole discretion. Change Orders related to Hazardous Materials shall be billed against the Hazardous Material Contingency until such amount is exhausted.

ESCO shall be responsible for any hazardous or other materials, including, without limitation, those listed in this section that it may bring to the Project Site(s). ESCO shall not be entitled to a Change Order to resolve any issues related to any hazardous materials that it brings to the Project Site.

**Hazardous or Excluded Materials include:**

<b>Category</b>	<b>Sub-Category</b>
<b>Hazardous Waste</b>	Compressed Gas (Aerosols, Cylinders, etc.)
	Acidic Waste
	Alkaline Waste
	Contaminated Debris
	Flammable (Liquids and Solvents)
	Lab Pack Consolidation (Toxic, Environmental, Contaminated aqueous liquids)
	Lab Pack Reactives (Oxidizers, Nitric Acid, Sodium Metal etc.)
	Toxics Heavy metals (Reclamation)
	Acutely Toxic
	Formaldehyde Specimens
	Mixed Organic Solvents (low chlorine, <3,000 BTU/gal)
	Mixed solvents halogenated Organic solvent or oil-contaminated soils and sludge
	Photographic Fixtures (silver recovery)
	Unknown Contents Identification
	Other as defined by industry as hazardous waste
	<b>Universal Waste</b>
Bulbs (4')	
Bulbs (8')	
Fluorescent lamps	
Utubes	
Batteries (Lithium)	
Batteries (NiCad)	
Batteries (Lead Acid)	
Electronics	
CRTs (5 count)	
PCB containing fluorescent light ballast	
Mercury Waste	
Other as defined by industry as University Waste	
<b>Other Regulated Waste</b>	Radioactive; Labpack quantities of mixed radioactive/hazardous wastes Drum quantities of low-level radioactive waste with mixed isotopes
	DEA Controlled Substances
	Pesticides
	Other as defined by industry as other regulated waste
<b>Non-Regulated</b>	Non-Regulated (Oils, Antifreeze, etc.)
	Other as defined by industry as non-regulated waste
<b>Building Hazardous Materials or Processes</b>	Asbestos containing building materials
	Lead containing paint
	Exposure to other process dusts, vapors, mists, or chemicals
	Other as defined by industry as building hazardous materials or processes

Contract to the extent feasible or known, will outline the definition of the work expected and role of the vendor within or around our facilities and identify more precisely the hazardous wastes or building materials that may be impacted by the work.

In the event that this Contract or the Work involves or results in the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Contract, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

20. **Fluorescent Lamp and Ballast Disposal.** Prior to start of the work, ESCO will enter into an agreement with an approved PCB ballast disposal company that will provide an informational packet, packing receptacles and instructions, labels and shipping materials, transportation, and recycling or incineration services for PCB ballasts. All capacitors and asphalt potting compound materials removed from University's PCB ballasts will be incinerated in a federally approved facility. After proper disposal, a Certificate of Destruction will be provided by the approved facility to University. ESCO's responsibility shall be for the proper and legal management of any of University's PCB ballasts removed as a result of the installation of the Equipment and shall be limited only until said PCB ballasts are loaded onto an approved PCB ballast disposal ESCO's vehicle for transportation.

Prior to start of the work, ESCO will enter into an agreement with a University-approved lamp disposal company who will provide approved containers, materials required to label, transportation, recycling or incineration in accordance with EPA requirements, certificate of destruction, and a copy of the manifest.

Prior to entry into any such agreement, ESCO shall seek University's written approval on the selection of the PCB ballast disposal company and lamp disposal company.

21. **Project Training.** The ESCO shall conduct a training program that is agreed to in the Investment Grade Audit. The training must be completed prior to acceptance of the Equipment installation. The ESCO shall provide ongoing training whenever needed with respect to updated or altered Equipment, including upgraded software. Such training shall be provided at no charge to the University and shall have no effect on prior acceptance of Equipment installation.
22. During the construction, retainage of 10% shall be withheld by the University from each payment until the Work is completed in accordance with the agreement.
23. ESCO shall furnish all permits or licenses which are required to perform the Work before the ESCO commences the portion of the Work requiring such permit or license.

24. Indemnity. To the fullest extent permitted by law, ESCO shall defend, indemnify and hold harmless the University, and the University's trustees, officers, directors, agents, consultants, and employees in their official and individual capacities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to, arising out of or resulting from performance of the Work and this Contract, including but not limited to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, or liens on the University's property, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Contract by ESCO or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. THIS DEFENSE AND INDEMNIFICATION OBLIGATION IS INTENDED TO WAIVE ANY EXCLUSIVITY-OF-REMEDY DEFENSE OR EMPLOYER IMMUNITY PROVISIONS THAT MAY OTHERWISE BE AVAILABLE TO CONTRACTOR UNDER WORKERS' COMPENSATION OR SIMILAR LAWS. The obligations in this Section survive termination of the Contract.

**SIGNATURE SHEET**

Item: Tax-exempt lease financing for Institution energy and water conservation projects.

Entity: Board of Institution

We submit a proposal to furnish the financing for the term of the contract in accordance with the specifications and schedule of supplies. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one, which a reasonable person would think would compromise the open competitive bid process

Addenda: The undersign acknowledges receipt of the following addenda:

- 1. Proposal letter dated \_\_\_\_\_;
- 2. Model Lease Contract – Attachment G-2;
- 3. List of energy and water savings measures and the associated capital cost – Attachment B;

Legal Name of Person, Firm or Corporation: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

FEIN Number: \_\_\_\_\_

Please indicate taxes currently registered for in the State:

Corporate Income Tax [  ]; Sales Tax [  ]; Withholding Tax [  ]

Compensating Use Tax [  ]; None [  ]

The undersigned attests this bidder is not in arrears in taxes due the State.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name of Signature: \_\_\_\_\_ Title: \_\_\_\_\_

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**Overview of Facility Improvement Projects**

ESCO:

Contractual

Arrangement: Energy Savings Performance Contract by and between ESCO and Board of Institution

Total Installed Costs: \$\_\_\_\_\_, subject to adjustment based upon final analysis by ESCO

Financed Capital: Approximately \$\_\_\_\_\_, which is the Total Installed Costs plus capitalized interest for the \_\_\_\_\_ month construction period

Term: \_\_\_\_\_ months (\_\_\_\_\_ months of construction plus \_\_\_\_\_ months of amortization period)

Payments: no more frequent than quarterly and such payment shall be in arrears

Projects: Energy and Water Savings Measures including but not limited to:

- Item 1
- Item 2

A more detailed description of these measures is included with this Request for Proposal along with an estimate of the capital cost associated with each.

Anticipated Draw Schedule: