



# State of New Hampshire

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Department of  
Administrative Services  
State Office Park, East

## ---REQUEST FOR PROPOSALS---

### *Performance Contract for Buildings on Hazen Drive, State Office Park East RFP #2013-157*

*The State of New Hampshire, through the Department of  
Administrative Services, requests proposals from Energy Service  
Companies (ESCO) to implement energy and resource conservation  
measures at its various buildings.*

Issue Date: January 22, 2013

Responses must be received by 4:00 PM on March 11, 2013, clearly labeled and submitted to:

Karen L. Rantamaki  
NH Department of Administrative Services  
Bureau of Purchase and Property  
State House Annex ~ 25 Capitol St. ~ Room 102  
Concord, NH 03301-6312

*Bidders Conference:*      January 31, 2013

# Request For Proposals for Guaranteed Savings for the State of New Hampshire State Office Park East

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# 1.0 Project Description and RFP Procedures

## *Section Outline*

- 1.1. Schedule of Events**
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  - 1.7.9. Amendments to RFP
  - 1.7.10. Disposition of Proposals
  - 1.7.11. Right to Reject
  - 1.7.12. Disqualification of Proposers
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## 1.1. Schedule of Events

Notification and Issuance of Request for Proposal	<b><u>January 22, 2013</u></b>
Bidders Conference and Site Visit	<b><u>January 31, 2013 at 9:00 AM</u></b>
Deadline for Proposer Questions	<b><u>February 20, 2013, 4:00 PM</u></b>
Proposal Deadline	<b><u>March 11, 2013 at 4:00 PM</u></b>

### ***Proposal Submission***

Submit Proposals to: **Ms. Karen L. Rantamaki**  
**NH Department of Administrative Services**  
**Bureau of Purchase and Property**  
**State House Annex, 25 Capitol St., Room 102**  
**Concord, NH 03301-6312**

Proposals must be submitted by or before the proposal deadline date and time listed above. Proposals submitted after this deadline will be rejected and returned to their sender unopened.

### ***Bidders Conference and Site Visit - January 31, 2013***

Time:  
**9:00 AM**

Location:  
**NH Health and Welfare Building**  
**29 Hazen Drive, Room 213**  
**Concord, NH 03301**

**\*\*Please RSVP for the conference to Karen Rantamaki no later than 4:00pm on January 30, 2013.**

## 1.2. Contact Information

The Department of Administrative Services (DAS) is issuing this Request for Proposal (RFP). In an effort to streamline the process of answering proposer questions and responding to inquiries, all questions regarding this RFP shall be in writing and directed to the contact below. All questions received by the deadline and their associated responses will be posted via an addendum to the RFP.

Submit Proposer Questions in writing to:

**Karen Rantamaki, State Energy Manager**  
**NH Department of Administrative Services**

**Fax: (603) 271-6750**  
**email: karen.rantamaki@nh.gov**

An FTP site has been created to provide information related to this RFP. If you would like access to this information, you may request a login and password from the contact person above. You will be required to sign an Agreement of Confidentiality before obtaining this information.

### **1.3. Definition of Terms**

The State of New Hampshire has endeavored to use industry-standard terminology throughout this RFP. The terms “State”, “The Bureau of Purchase and Property”, and “DAS” are used interchangeably throughout the RFP and are intended to be synonymous. This is also true of the terms “Proposer” and “Contractor”.

### **1.4. Statement of Purpose and Authority**

The State is issuing this RFP to solicit proposals from Contractors capable of providing comprehensive energy management and energy-related capital improvements in four state facilities. The State intends to award a contract to one firm based on the criteria outlined in this RFP.

In accordance with RSA 21-I:14-c, the State has a goal of reducing fossil fuel use (including the portion of electricity [43%] that is generated from fossil fuels) by 25 percent over the fiscal year 2005 levels on a square foot basis by the year 2025. The State is interested in contracting for a full range of energy services and energy-related capital improvements that maximize fossil-fuel reductions over time. These services may include, but are not limited to: investment grade energy studies; design; acquisition; installation; modification; commissioning; measurement and verification; operation, maintenance and repair; and training in the operation, maintenance and repair of existing and new equipment.

The State seeks energy services and energy-related capital improvements that will reduce energy consumption and produce cost savings in a variety of facilities and will include improvements associated with the following:

- Lighting Systems and Controls.
- Building Automated Control Systems
- HVAC
- Premium Efficiency Motors and VFDs
- Building Envelope
- Water Conservation
- Boiler Plants
- Domestic Hot Water Systems
- Renewable Energy Systems

Further, energy services are desired that would not reduce consumption *per se* but are aimed at cost savings, such as fuel switching (including to renewable sources), demand reductions or rate class switching.

### **Financing**

The State intends to finance projects resulting from this RFP via 3<sup>rd</sup> party lease agreement. For purposes of considering the State's 3<sup>rd</sup> party lease agreements, use the following financial information:

Rate: **1.25 %**

Lease Term: **Not to exceed 20 Years**

Payments: **Monthly in arrears**

Advance Payments: **None**

Vendor Payments During Construction: **Projects over \$150,000**

Projects implemented through contracts resulting from this RFP will be conducted as guaranteed savings, energy performance contracts with contractor payments specified in a fixed payment schedule. Energy performance must be guaranteed to equal or exceed the costs of implementing the project. No contract shall exceed 20 years in duration. All contracts are subject to annual appropriations.

## **1.5. General Description of Facilities**

The State buildings for which energy and resource efficiency services are requested are listed in Appendix A, Facility Data and Information. These facilities total approximately 609,531 square feet and had an average annual utility bill (including electricity, natural gas and water/sewer) of \$2,540,933 based on fiscal years 2011 and 2012. Appendix A of this RFP offers pertinent utility data and information that can be used by the proposers to judge the economic viability of the project. Appendix A also includes information on required facility and equipment performance and standards of service.

## **1.6. Scope of Work**

- Detailed "investment grade" energy study, including project development, project priorities and tradeoffs, and measurement and verification plan.
- Design, furnish and install energy-efficiency retrofits.
- Perform measurement and verification (M&V).
- Provide operation and maintenance, repairs, and training.

The selected Contractor will be expected to:

- Perform an Investment Grade Energy Study for the proposed facility or project. The Investment Grade Energy Study Report shall identify all feasible energy conservation, load management, and renewable resource options with benefits exceeding all related costs over the contract term. Options must be able to improve energy performance, in terms of reduced fossil-fuel consumption, without sacrificing comfort or existing equipment performance or reliability. The Contractor shall furnish a written report of its findings, including proposed measures, project economics and the proposed project measurement and verification plan.
- Develop, negotiate and implement a measurement and verification (M&V) plan in accordance with concepts and definitions in the International Performance Measurement and Verification Protocol (IPMVP), including the following two components:

1. Confirm that (a) the baseline conditions were accurately defined and, (b) the proper equipment/systems were installed, are functioning properly, and that they have the potential to generate the predicted cost savings.
2. Determine the actual fossil-fuel energy savings achieved by the installed measure as defined by the Options (A and B) in the IPMVP. This component uses performance measurements and operational assumptions or measurements to determine the quality of savings.

- Provide operations, maintenance, repairs, and training for contractor-installed equipment, or state-owned equipment that has been modified, for the term of the agreement. At a minimum, training is required at or just prior to acceptance and just prior to the end of the contract term. The Contractor, at its sole expense, shall be responsible for periodic inspections, tests, adjustments, and repairs required to sustain and/or restore energy systems to as-designed performance and performance requirements of the contract. The Contractor shall provide operations and maintenance training and manuals for the State facility staff.

\*Note - State maintenance staff are prepared to be trained to conduct routine maintenance (including belt and filter changes, single lamp replacements at standard ceiling height, minor cleaning, minor lubrication, simple program changes to controls, etc) on equipment. The contractor is responsible for working with the agency to finalize a maintenance plan that works for the agency and its staff. The plan will be well documented to indicate which party is responsible for each item.

- Insure that the project provides a net neutral or positive cash flow and meets the investment criteria set by State.
- Research and obtain all available rebates and tax credits that are applicable for the procurement and implementation of energy and resource efficient equipment through utility companies, equipment manufacturers and distributors. These rebates and tax credits shall be applied to the costs of the project and shall be considered in the proposal response.

Post-installation energy use will be based, in part, on initial performance verification by the Contractor and the State that the proper equipment / systems were installed, are operating correctly, and have the potential to generate the potential savings. Verification methods may include visual inspections, spot or short-term metering, and engineering calculations.

The Contractor and the State, at least annually, will verify that the installed equipment/systems have been properly maintained, continue to operate correctly, and continue to generate the guaranteed savings.

Circumstances arise occasionally during the RFP process and project development, such as new buildings coming online that make it necessary to modify the scope of work for a performance contracting project. Therefore, the State reserves the right to adjust the project's scope of work at anytime and to provide for a twenty year or less payback and to maximize the energy cost savings of the project. The scope of work may be expanded to accommodate additional buildings and FFECMs, or reduced to fewer buildings and other modifications if the State determines it is in the best interest of the State.

## **1.7. RFP Procedures**

### **1.7.1. Description of the Procurement Process**

It is anticipated that the process for the procurement of this project will proceed in the following stages.

#### ***Submission of Written Proposals***

The State, through its designated representatives, will review and evaluate the written responses to this RFP. Written Proposals will be evaluated in two phases. The proposal will first be reviewed to ensure that the bidder meets the minimum criteria outlined in section 2.1.1 Minimum Criteria to Bid. If the bidder fails to meet any of these criteria, the proposal will be disqualified and not reviewed further.

Proposals that meet the minimum criteria referenced above will then be reviewed in accordance with the evaluation criteria identified in Section 3 of the RFP. The State will select no more than three contractors to proceed to the competitive oral interview stage of the procurement process if necessary.

#### ***Interviews, Selection of Contractor, and Contract Negotiation (at the State's discretion)***

The three "short listed" contractors will participate in a detailed oral interview to discuss how their approach to the project satisfies the evaluation criteria set forth in Section 4. A complete description of the interview format and logistical arrangements will be mailed to the three finalists. The Contractor with the highest overall score will be selected to complete the following: conduct a complete and comprehensive technical analysis of the facility; propose energy improvements; create a timetable for completing engineering and construction work; produce a detailed description of services to be provided; and estimate of fossil-fuel energy savings, as well as special conditions offered by the Contractor. The final contract between the State and the contractor will include a minimum savings guarantee.

Selection may be made without further discussion or review of proposals received; therefore, proposals should be submitted on the most favorable terms that can be submitted in response to this RFP. The State, however, reserves the right to negotiate with the selected Contractor prior to making an award.

### **1.7.2. Examination of Request for Proposals and Contract Forms**

Any interested party who discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP shall notify **Karen Rantamaki at DAS**, in writing on or before **February 20, 2013**. Modifications or clarification will be made without divulging the source of the request.

Proposals are submitted at the Contractor's own risk and if selected by the State, a Contractor will not be entitled to additional compensation or time by reason of an error or its later correction. Proposers have an opportunity to notify the State prior to the due date for proposal submission if they find an error in the RFP.

The State may modify, or provide clarifications to, the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum posted to the Purchase and Property website, <http://admin.state.nh.us/purchasing/>. The proposer shall include signed copies of all addenda with their proposals.

The proposer shall examine carefully the RFP and contract forms. By submitting a proposal, the proposer certifies it understands the conditions to be encountered; the character, quality and quantities of work to be performed; labor, material, and equipment to be furnished; and the overall requirements of the contract. No additional compensation will be granted because of a lack of knowledge or misunderstanding of all the work requirements.

### **1.7.3. Questions Regarding the RFP and the Procurement Process**

Oral statements, representations, clarifications, or modifications concerning this RFP are not binding upon the State. Questions regarding this RFP must be submitted in writing (emailed questions are acceptable). Questions must be received by the dates specified in the schedule of events. Written inquiries must be clearly marked "State Office Park East RFP" and identified as "RFP #2013-157." All inquiries must refer to the page and applicable RFP section to which the question relates.

Proposers are encouraged to submit their questions regarding this RFP as soon as possible. Copies of the written inquiries and their answers will be posted online as an addendum to the RFP. The State reserves the right to decline to answer specific questions. Responses to questions, in either written or oral form, will not be deemed to amend the RFP unless and until the response is included in a formal addendum to the RFP.

### **1.7.4. Bidders' Conference and Site Visit**

Attendance at the pre-proposal conference is required in order to submit a proposal. The bidders' conference will be held on January 31, 2013 at 9:00 AM at the NH Health and Welfare Building, 29 Hazen Drive, Room 213, Concord, New Hampshire 03301. The bidders' conference will provide proposers an opportunity for clarification about the overall project, RFP procedures, and State requirements. Attendance at this meeting will be limited to three representatives from each company. Proposers should bring a copy of this RFP to the conference. A limited number of floor plans, available as-builts and other pertinent specifications and documentation will be available for use at the conference. Copies of this information may be purchased from the RFP contact individual. Those attending the conference will be given an opportunity to walk through each facility (limited to 30 minutes per facility).

The State will not be liable for any costs incurred by any proposer in connection with preparation for, or attendance at, the bidders' conference.

A tour of the sites and facilities will be conducted for all bidders' conference attendees during the conference. This tour will provide an overview of the site and facility and will include brief inspections of any facilities requested by the attendees. If discrepancies exist between site conditions and the information contained in Appendix A, the information in Appendix A will prevail for the purpose of contractor selection. Site visitations of other facilities contained in this RFP are arranged with individual companies by appointment. Appointments can be made by contacting Ron White, Administrator at (603) 271-6877.

### **1.7.5. Preparation of Proposals**

The proposer's offer shall be submitted in the format described in Section 2 of this RFP. All information required in the proposal shall be filled in, in accordance with the instructions therein.

The State reserves the right to waive minor deficiencies and informalities in the proposals, if, in its sole judgment, the best interests of the State will be served. The State reserves the right to make written requests for additional information from proposers to assist in understanding or clarifying any proposal. The State may request additional documentation on construction implementation costs, savings guarantees, or calculation assumptions.

#### **1.7.6. Cost of Proposal Preparation**

Costs for developing proposals are solely the responsibility of the proposers, whether or not any award results from this solicitation. The State will not be liable for any costs incurred by a proposer in the preparation of a proposal in response to this RFP, or for any cost incurred by a proposer in any activity relative to this procurement, including any costs associated with any oral presentations to the State.

#### **1.7.7. Period of Irrevocability**

A proposal submitted to the State in response to this RFP must be irrevocable by the proposer for a period of one hundred eighty (180) days from the RFP closing date.

#### **1.7.8. Addendum to the RFP**

If, for any reason, the State finds it necessary to amend this RFP, an addendum will be made in writing and posted to the Purchase and Property website, <http://admin.state.nh.us/purchasing/>. Addendums will be clearly marked as such. Failure of any qualified proposer to receive an addendum shall not relieve such proposer from any obligation under this RFP or obligate the State in any way. All addenda so issued shall become part of this RFP. No one is authorized to amend this RFP by oral communication.

#### **1.7.9. Disposition of Proposals**

All proposals shall become the property of the State and will be returned only at the State's option and the proposer's expense. In any event, one copy of each proposal will be retained for the institution's official files.

#### **1.7.10. Right to Reject**

This RFP does not commit the State to award a contract to or pay costs incurred in preparation of a proposal in response to this request. The state reserves the right to reject any and all proposals, to waive any informalities in any proposal received in response to this RFP, and to re-solicit proposals in the event that no proposal is acceptable. The State also reserves the right to cancel any RFP before the contract is awarded on behalf of the State.

#### **1.7.11. Disqualification of Proposers**

Any one or more of the following causes shall be considered as sufficient for the disqualification of a proposer:

- 1.) Evidence of collusion among proposers;

- 2.) Lack of responsibility, including, but not limited to, amounts due to clients on existing contracts, existing or previous contracts in litigation, or defaults on a previous contract;
- 3.) Delivery of proposals after the deadline;
- 4.) Failure to follow directions and instructions in the RFP; and
- 5.) Placing conditions, limitations, or restrictions on the proposal.

## ***2.0 SECTION OUTLINE***

### **2.0 Proposal Requirements and Instructions**

#### **2.1. General Instructions and Proposal Format**

- 2.1.1. Submission Requirements
- 2.1.2. Information Required in Proposals and Instructions for Packaging
- 2.1.3. Proposal Format
- 2.1.4. Certification of Independent Price Determination
- 2.1.5. Proprietary Data
- 2.1.6. Proposer Acceptance of Sample Agreement
- 2.1.7. Proposer Signature Block
- 2.1.8. Standardized Written and Electronic Forms

#### **2.2. Proposer and Team Identification, Qualifications and References**

- 2.2.1. Proposer and Team Identification and Information
- 2.2.2. Identification of Key Personnel
- 2.2.3. Financial and Legal Information
- 2.2.4. Project References
- 2.2.5. Sample Investment Grade Audit Report and Sample Measurement and Verification Plan

#### **2.3 Technical Approach**

- 2.3.1. Project Summary and Plan
- 2.3.2. Facility Impact
- 2.3.3. Measurement and Verification Plan
- 2.3.4. Training
- 2.3.5. Operation and Maintenance

#### **2.4. Management Approach**

- 2.4.1. Responsibility and Management Approach
- 2.4.2. Resources
- 2.4.3. Project Schedule

#### **2.5. Financial Approach and Guarantees**

- 2.5.1. Pricing Approach
  - Cost for Detailed Investment Grade Energy Study
  - Proposed Measure Costs
- 2.5.2. Energy and Cost Savings
- 2.5.3. Guarantees
- 2.5.4. Financing Approach

## **2.1. General Instructions and Proposal Format (Section A of Proposal)**

### **2.1.1. Minimum Criteria to Bid**

In order for the State to consider your proposal, you must have been in business for at least three years and have successfully completed at least five similar projects (three of which were completed in the last five years). Please provide five references for the projects mentioned above. Projects should cover similar technologies to those that will be recommended for the State. Additionally, proposals will only be considered from proposers that complete the following:

- Register and remain in good standing with the NH Secretary of State;
- Register as a vendor with the State of NH; and
- Furnish a Certificate of Insurance as evidence of existence of broad form comprehensive general liability (CGL) in minimum amount of not less than \$250,000.00 per claimant, and \$2,000,000.00 per incident.

Please provide a one-page summary that included the following information:

- Names of five projects and dates completed;
- Size of projects (square feet of space retrofitted, total cost of project);
- Technologies implemented in these projects;
- References; and
- Any other relevant information.

### **2.1.2. Submission Requirements**

Proposers should submit an electronic copy; and an original hard copy and five copies of their proposal, clearly marked as ORIGINAL and COPY \_\_ OF FIVE COPIES. The original must be signed by a person with the authority to commit the proposer and will take precedence over the electronic version and the copies should there be any discrepancies. The outer container for the proposal must be clearly marked "*Performance Contract for State of New Hampshire, State Office Park East, as Managed by The Department of Administrative Services RFP #2013-157*".

Proposals received prior to the due date will be held unopened; late proposals will be rejected. Proposals that do not comply with these requirements will not be considered. The official time shall be that recorded at the Bureau of Purchase and Property, NH Department of Administrative Services, 25 Capitol St. Concord, NH 03301. No proposal will be accepted after the specified time. All these conditions apply regardless of whether a proposal is mailed or hand delivered. Proposals must be submitted in the format required by this RFP.

### **2.1.3. Information Required in Proposals and Instructions for Packaging**

Proposals must provide the information described in the following sections. Proposers must address each item in the order in which it appears in the proposal format (Section 2.1.4) and note the appropriate section heading being addressed at the top of the respective page. Tabbed dividers should be used to identify major sections of the proposal. In addition to sections corresponding to

the major sections, proposers may attach other exhibits as the final section of the proposal. **All proposal pages shall be printed as double-sided, except tab sheets and section breaks.** If possible, provide the sample Investment Grade Audit and Sample Measurement and Verification Plan as double-sided pages. All items listed in the proposal outline shall be completed. All pages shall be numbered. The proposer is expected to respond to all items in as much detail as necessary for the State, its representatives, and consultants to make a fair evaluation of the proposer and the proposal for ranking. Proposers should respond directly to the points raised as concisely as possible. If an item does not apply to your firm or submittal, indicate with the symbol "N/A" (not applicable). Failure to provide requested information may be grounds for a proposal to be disqualified from consideration. Attach additional pages as needed (8-1/2" x 11" paper) and clearly indicate to which item number the information corresponds.

Unnecessarily elaborate or bulky proposals are discouraged. The State prefers proposals that are complete and thorough but which are also concise and limited to relevant material. Any proposal determined to be materially unresponsive as to proposal content or form may be eliminated from further consideration.

#### **2.1.4. Proposal Format**

All proposals must follow the following format:

##### **A. Section A: Proposal Agreement Forms**

- A.1. Proposal Cover Sheet
- A.2. Proposer Acceptance of Sample Agreement
  - Certificate of Independent Price Determination (**Form A-1**)
  - Transmittal Letter

##### **B. Proposer and Team Identification, Qualifications, and References**

- B.1. Proposer Identification and Information (**Form B-1**)
  - General statement of the proposer's energy conservation and management qualifications
- B.2. Project Team Identification
- B.3. Identification of Key Personnel
  - List of resumes in proposal Appendix B
- B.4. Financial Information
  - Responses to financial and legal questions
  - List of financial submittals in proposal Appendix A
- B.5. Project References
  - Key to project references
  - Project summaries

##### **C. Technical Approach**

- C.1. Project Summary and Plan
- C.2. Facility Impact
- C.3. Baseline, Measurement and Verification, and Commissioning
- C.4. Training
- C.5. Operations and Maintenance

##### **D. Management Approach**

- D.1. Responsibility and Management Approach

- D.2. Resources
- D.3. Project Schedule

## **E. Financial Approach and Guarantees**

- E.1. Pricing Approach
  - Cost for Detailed Feasibility Study (**Form E-1**)
  - Proposed Measure Costs (**Forms E-2**)
  - Responses to Pricing Approach Questions
- E.2. Energy and Cost Savings - Responses to Energy and Cost Savings Questions
- E.3. Guarantees - Responses to Guarantees Questions

- APP. B-1** Resumes
- APP. B-2** Financial Submittals
- APP. B-3** Proposed Savings Guarantee Agreement
- APP. B-4** Sample Detailed Feasibility Study Report
- APP. B-5** Sample Measurement and Verification Plan

### **2.1.5. Certification of Independent Price Determination**

The prices in your proposal must be arrived at independently. Complete and submit Form A-1, "Certificate of Independent Price Determination," and include it with your proposal.

### **2.1.6. Proprietary Data**

Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter addressed to:

Karen Rantamaki, State Energy Manager  
State House Annex, Room 429  
25 Capitol Street  
Concord, NH 03301,

and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked

confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

### **2.1.7. Proposer Acceptance of Sample Agreement**

A sample "Agreement for Guaranteed Energy Performance" relating to the proposed energy performance contract is located in Appendix D of this RFP. Any proposed changes to this agreement must be submitted before the close of the question and comment period on February 20, 2013.

### **2.1.8. Transmittal Letter**

Complete and provide an original signature on the State of New Hampshire Transmittal Letter and include with your proposal.

### **2.1.9. Standardized Written and Electronic Forms**

This RFP includes several standardized forms to be used in the development of proposals. To complete these forms, follow the instructions provided in this RFP and on the forms themselves. All other information can be provided within the proposal, but does not require any specialized forms.

## **2.2. Proposer and Team Identification, Qualifications, and References (Section B of Proposal)**

### **2.2.1. Proposer and Team Identification and Information**

All proposers shall use Form B-1 to provide information regarding their firm. On an additional 8-1/2" x 11" paper, provide a general statement of the proposer and project team qualifications and experience relating to the following energy-efficiency and renewable-energy project areas:

- Energy performance contracting (inclusive of elements related to power purchase agreements);
- Project management and quality control;
- Engineering and design;
- Construction and system commissioning;
- Baseline development and performance measurement and verification;
- Operation and maintenance; and
- Facility staff training.

In addition, the proposer must describe prior experience working with the specific subcontractors identified for this project, as well as describe prior performance contracting experience. Any experiences with buildings and technologies similar to those in this project should be highlighted.

All proposers shall identify each of the project team organizations (prime contractor and sub-contractor) and their roles in the performance of the contract. Identify the firm(s) performing consulting, architectural, engineering, construction, financial and contract security services for the project. Necessary information to be provided includes firm name and scope of work.

### **2.2.2. Identification of Key Personnel**

All proposers shall identify key personnel and their responsibilities in relationship to the proposed project. Key personnel include those responsible for project management, energy studies, engineering design, financing, construction, supervision, maintenance and operations, and training. Clearly identify who will have the primary responsibility for the technical analysis, design, and management of the project. Provide name, address, contractor's license number and classification code, telephone number, and facsimile number for each firm.

List all professional and skilled trades that your firm customarily performs with your own employees. Specify the percentage of work you typically conduct with your own employees.

Include resumes of all key personnel in Appendix B of your proposal. Provide a list of the people for whom resumes are provided. The resumes shall describe the qualifications and experience of the key personnel proposed for the project, including the number of years of experience with energy-related design and construction, number of years with the firm, supervisory experience, educational background, and professional licenses held, including state of origin. Provide a list of all energy-efficiency construction projects each individual has been associated with during the last five (5) years, including project type and cost. Experience in facilities and institutions similar to those involved in the proposed project should be highlighted, as well as experience with the specific technologies anticipated for the proposed project.

### **2.2.3. Financial and Legal Information**

All proposers shall provide written answers and documentation for the following questions:

- State whether your firm (or predecessors, if any) or any principal of the firm has been insolvent or declared bankrupt within the past 5 years.
- Attach a description of any financial default, modification of terms and conditions of financing to avoid default, or legal actions taken or pending against the proposer and its principals.
- List all legal or administrative proceedings pending, and those concluded over the last five years, which relate to procurement or performance of any public or private construction contracts.
- Certify that your firm and any principal of the firm are not under suspension or debarment by any state or the federal government. If your company is currently under suspension or debarment your proposal may not be accepted or considered.

- Submit two years of audited fiscal year-end financial statements for the proposer. If the latest fiscal year-end financial statement is over nine months old, submit current interim balance sheets, income statements, and cash flow statements.
- If applicable, submit current (less than three months old) financial statements(s) and a file copy of tax return(s) for any personal guarantor(s).
- If the firm's financial statements are not the sole source of credit support for potential projects under this RFP, please supply pertinent additional information such as a letter of credit or financing agreement.

#### **2.2.4. Project References**

Provide information on projects which best demonstrate the technical, financial, and project management capabilities of your firm. Please use examples that are the most relevant to the State's facilities. If this response is submitted by a branch office or division of a parent company, please provide project experience for the specific branch or division and highlight projects that have been managed by the individuals who will be specifically assigned to this project.

#### **2.2.5. Sample Investment Grade Energy Study and Sample Measurement and Verification Plan**

Provide, in Appendix B of your original proposal, the detailed investment grade energy study that your firm completed for one of the facilities listed in the project experience section. Provide, in Appendix B of your original proposal, a copy of the measurement and verification (M&V) plan for the same project for which you are providing an investment grade energy study report. Only two copies of these documents are required overall. One copy should be attached to your original proposal and the second copy should be a separate stand-alone copy. All proposals other than the original will reference the separate copy of the investment grade energy study and measurement and verification plan in Appendix B. The sample M&V plan shall be in accordance with concepts and definitions provided in the International Performance Measurement and Verification Protocol (IPMVP).

By its submission, the proposer attests that the sample investment grade energy study report, and measurement and verification plan are representative of the comprehensiveness, technological sophistication, formulas, calculations, detail, and related coordination with the client, it proposes to use under this scope of work. The State reserves the right to make the submitted investment grade energy study report, and measurement and verification plan, a part of the contract by reference as a standard of practice.

### **2.3. Technical Approach (Section C of Proposal)**

#### **2.3.1. Project Summary and Plan**

Provide a narrative overview of your firm's understanding of the project's requirements and the unique needs of the State's facilities. Discuss any existing building conditions, systems, operations schedules and constraints that are of importance to the proposed project. Identify proposed improvements to be made to the facility based on the information contained in Appendix A, "Facility

Data and Information.” If discrepancies exist between site conditions and the information contained in Appendix A, the information in Appendix A will prevail for the purpose of Contractor selection.

Describe your team’s proposed approach to this project in each of the following areas:

- Evaluating and selecting efficiency measures;
- Designing and specifying efficiency measures;
- Construction and project implementation;
- Commissioning;
- Measurement and Verification;
- Operations, Maintenance, and Repairs; and
- Training.

For each of these areas, indicate at what points the State will have an opportunity to review and approve Contractor submittals.

Provide a list and summary description of each of the fossil-fuel-energy conservation measures (FFECM) proposed, including any equipment modifications, installations or replacements at the facility your company would consider implementing as part of this project. Use the same assigned measure identification numbers and titles throughout your proposal. Note that the proposed FFECMs are subject to change based on the detailed Investment Grade Energy Study, to be performed as part of this project, but should indicate the proposer’s best estimate.

Provide a detailed description of each FFECM. Subjects that shall be addressed include, but are not limited to:

- Equipment sizing considerations;
- Integration of proposed equipment with existing systems;
- The methodology, formulae and analysis, including all data, that determines the energy unit and cost savings;
- Specific commissioning methods;
- Appropriate measurement and verification (M&V) methods;
- Maintenance requirements;
- Local maintenance and repair support available;
- Special operating requirements;
- The lead-time required to procure the item; and
- Any other information that may assist the State in judging the technical aspects of the proposed project.

Address the reliability of the proposed measures based on the proposer's experience or on other substantiations. Where a subject in the above list does not apply to a given measure or project, provide the subject title with "N/A" following it.

### **2.3.2. Facility Impact**

Describe your firm's proposed approach to minimize the impact to the facility operation during installation. Describe your plan for responding to emergency situations, including response time, and provisions to ensure safety during construction and operating periods of this project. Discuss your experience working on office, laboratory, and data center facilities.

### **2.3.3. Measurement and Verification Plan**

Describe your firm's proposed approach in developing and implementing a measurement and verification (M&V) plan for this project. The proposed M&V plan shall be in accordance with concepts and definitions provided in the International Performance Measurement and Verification Protocol (IPMVP) Options A and B.

The three types of existing energy loads should be addressed in the M&V plan: Constant - having little or no variation in energy usage; Predictable - Variation in energy usage varies in a way that can be explained by identifying a cause (driver) and the driver can be measured; Random - The variation of energy usage follows no discernable or predictable pattern.

The following issues shall be discussed:

- How energy loads that constitute the baseline will be identified;
- The proposed approach to define the performance of each measure and how that performance will be measured during the baseline period, and in the post installation period;
- The proposed approach to define the relevant operating variables that drive energy usage and the related plan for distributing responsibility for operation between the Contractor and State for the term of the contract;
- The proposed approach to verify, at defined intervals during the term of the contract, that the installed equipment and systems have been properly maintained, continue to operate correctly, and continue to have the potential to generate the predicted savings;
- For each of the three types of existing energy loads (constant, predictable and random):
  - The M&V Option to be applied,
  - The reason for selecting that option,
  - Measured quantities to be used in the adjusted baseline,
  - Measured quantities to be used to determine post-installation energy use, and
  - Stipulated quantities that will affect fossil-fuel energy savings calculations;

- The identification of operating and savings assumption parameters having the highest sensitivities (greatest possible variation which will affect related fossil-fuel energy savings);
- The identification of relevant energy use drivers and the documentation of how the drivers will be used to adjust the baseline and calculate savings; and
- The proposed approach to develop an electronic Site Data Package (SDP) that contains all of the relevant technical and financial information that can be used to verify energy and costs savings quantities.

### **2.3.4. Training**

Describe your firm’s proposed approach to provide technical training for facility personnel on this project. Training should include the operation, maintenance, repairs and inspections to be performed by the State during the construction phase of the contract. Training should also include operation, maintenance, repair and inspection to be performed by the State after the end of the construction phase and during the long-term operations and maintenance agreement term.

### **2.3.5. Operation and Maintenance**

Describe your firm’s proposed approach to provide facility operations, maintenance, and repair services on this project. The operations, maintenance, and repair responsibilities of the proposed Contractor and those of the State should be explicitly stated. Hazen Drive facilities’ staff should be consulted before the maintenance plan is finalized. It is anticipated that state staff will be able to do routine maintenance such as belt and filter changes, simple lubrication, and minor control adjustments. Please provide a plan for achieving a smooth transition of equipment operation and/or maintenance at the end of the contract term.

Explain how maintenance and operation will be documented. Describe the availability of replacement parts, manpower, and corporate technical support for this project. Present information on the company’s availability to complete repairs within the time requirements specified in Section 2 of Appendix C “Model Agreement for Guaranteed Energy Performance.” Explain procedures to maintain building operation and safety if a problem should develop.

Note – Maintenance costs will need to be factored into the overall project cost for purposes of calculating project savings, total project cost, and project payback period. However, maintenance costs should be broken out and listed separately for purpose of scheduling payments. Maintenance plan fees will be paid to the Contractor on a yearly basis from the energy savings.

## **2.4. Management Approach (Section D of Proposal)**

### **2.4.1. Responsibility and Management Approach**

Describe your proposed organizational and management structures and procedures in relationship to the performance of the proposed project, including:

- The assignment of responsibility for all project tasks and phases to the specific individuals specified. Those listed as responsible for each task/phase will have the authority to commit resources and make decisions.

- Proposed subcontracting plan, which will include a process for selecting subcontractors, providing quality control, and providing oversight of subcontractor work.
- The bookkeeping and record keeping strategies proposed for this project. Identify and list any utility accounting and tracking software proposed. Attach a sample project invoice and any other sample billing and reporting documents, which are proposed for this project.
- The plan should provide effective management procedures and quality assurance, including controls used in adhering to project milestones, reporting requirements, and budgeting.
- A contingency plan to perform in the absence of primary and key personnel.

## **2.4.2. Resources**

Describe your firm’s availability and adequacy of resources, services, equipment and qualified personnel needed to accomplish the scope of work and to complete the project on schedule and lien free.

## **2.4.3. Project Schedule**

Provide a schedule of the major steps in development and implementation of the project. Include, at minimum, the following milestones:

- Completion of the “investment grade” feasibility study (Draft DFS).
- Completion of the Detailed Feasibility Study
- Completion of design and pre-construction activities.
- Completion of construction.
- Completion of commissioning and training.

Provide any other relevant schedule information for this project. Describe who is responsible for maintaining the schedule, how it will be maintained and tracked, and what actions will be taken to correct for delays in the schedule.

Indicate at what points the State has the opportunity to review and approve project direction and status. Indicate what response times are allowed for any required approvals from the State.

## **2.5. Financial Approach and Guarantees (Section E of Proposal)**

### **2.5.1. Pricing Approach**

#### **Cost for Detailed Feasibility Study**

The State reserves the right not to proceed after accepting the Contractor’s Detailed Feasibility Study and/or if no addendum to the agreement is negotiated. In this instance, the State will pay the Contractor a fixed price for compensation for the Detailed Feasibility Study. The proposer shall complete Form E-1 by inserting their fixed fee for the preparation of the Detailed Feasibility Study.

The completed Form E-1 must be submitted as part of the proposal package. Should a contract be negotiated for the implementation of this project, then the cost incurred for the development of the feasibility study will be paid as part of the implementation costs of the project. Therefore, the cost of the Detailed Feasibility Study shall be included in the implementation costs of the proposal for the project.

### **Proposed Measure Costs**

Using Form E-2 (Summary of Proposed Fossil-Fuel-Energy Conservation Measures – Costs and Savings), provide price estimates for each measure proposed. Use the same measure identification number as assigned in Section C. The requirements for the cost savings portions of Form E-2 are discussed in the “Fossil-Fuel Energy and Cost Savings” section below.

### **2.5.2. Energy and Cost Savings**

Using Form E-2, provide energy conservation performance estimates (units of consumption and dollar savings) for each proposed measure. The utility rates shown in Appendix A are based on actual billing and will be used for the analysis and documentation of all proposed energy and resource conservation estimates submitted by the Contractor.

### **2.5.3. Guarantees**

Describe in detail the risk management strategies, including energy performance guarantees, which your firm proposes for the required scope of work in this project. Present the proposed guaranteed savings level for each year of the contract. Describe what will be done if the guarantee is not met, both in terms of guarantee payments to the State as well as actions to improve performance and increase savings.

Provide, in Appendix B of your proposal, a written savings guarantee for this project including all the written documentation your firm utilizes as part of guaranteeing the savings in a performance contract.

The proposed project is Governed under New Hampshire Statutes 21-I:19 a-e. As required in NH RSA 21-I:19-d (f) – “Any energy performance contract should require the contractor to include all energy efficiency improvement in selected buildings that are calculated to recover all costs within 20 years from the date of project implementation at existing energy prices. The contract shall require that the public utility or energy services provider be repaid only to the extent of energy cost savings guaranteed by the contractor to accrue over the term of the contract.”

Excess annual energy and cost savings obtained by the state agency beyond the contractor's annual guarantee can not be used as a credit by the Contractor in any previous or subsequent years of the contract term and will not be applied for any shortfall in guaranteed energy or cost savings during the contract term. All energy unit and cost savings derived from the implementation of this project will be retained by the state and will not be shared in any capacity.

Energy unit savings will be the basis of the performance guarantee and guaranteed cost savings are extrapolated from the energy unit savings and baseline utility costs. Since energy costs fluctuate, Contractors must meet the guaranteed annual energy unit savings as a requirement of the performance guarantee. Under no circumstances will guaranteed cost savings be used as the sole condition for meeting the performance guarantee. All savings will be calculated using today's energy costs and no inflation or escalation of costs will be allowed.

## ***3.0 SECTION OUTLINE***

### **3.0 Evaluation Procedures and Selection Criteria**

#### **3.1. Procedure for Proposal Evaluation and Contractor Selection**

#### **3.2. Selection Criteria and Criteria Weighting**

3.2.1. Presentation and Responsiveness to the RFP (Section A of Proposal)

3.2.2. Qualifications, Experience and Resources (Section B of Proposal)

Qualifications

Experience

Financial Qualifications

References and Reputation

3.2.3. Technical Approach (Section C of Proposal)

Project Summary and Plan

Facility Impact

Commissioning and Measurement and Verification

Training

Operation and Maintenance

3.2.4. Management Approach (Section D of Proposal)

Responsibility and Management Approach

Resources

Schedule

3.2.5. Financial Approach and Guarantees (Section E of Proposal)

Pricing Approach

Energy and Cost Savings

Guarantees

Financing Approach

### **3.1. Procedure for Proposal Evaluation and Contractor Selection**

An award will be made according to the criteria set forth in section 3.2 of the RFP. The evaluation may be based solely on the proposals. Therefore, insufficient or unclear information may result in a low evaluation. The proposals will be evaluated using the criteria outlined in Section 3.2.

The procedure for proposal evaluation and Contractor selection will be as follows:

- An Evaluation Team for the State will review the information and proposals submitted by each proposer based upon the criteria established in this RFP. The final recommendation from the Evaluation Team for a single Contractor will be forwarded to the Interagency Energy Efficiency Committee (hereinafter referred to as the IEEC) for their consideration and approval.
- If numerous acceptable and potentially acceptable proposals have been submitted, the Evaluation Team will rank the proposals and create a “priority list” of the proposers who submitted the three highest-ranked proposals. Each of the three Contractors may participate in a detailed oral interview to more fully discuss how their approach to this project satisfies the evaluation criteria set forth in Section 4 of this RFP. A more complete description of the interview format and logistical arrangements will be mailed to the three finalists.
- A letter of intent will then be sent to the selected contractor and an agreement will be entered into between the Contractor and the State to perform a detailed investment grade energy study subject to Governor and Executive Council approval.
- Upon receiving an acceptable detailed investment grade energy study, the selected firm and those representing the State will then seek to negotiate a satisfactory contract within 21 days. The proposed contract will be forwarded to the IEEC for approval prior to Governor and Executive Council review. If the parties fail to agree upon terms of a contract within the 21day period, the State reserves the right to terminate all negotiations and either select one of the other finalists or issue a new RFP.
- The proposed contract, approved by the IEEC and DAS will become final and binding upon the State once it is approved by the Governor and Executive Council pursuant to RSA 4:15.

### **3.2. Selection Criteria and Criteria Weighting**

50% of the score for each proposal will be based on the primary goal of the state which is to reduce fossil fuel use in state buildings. The remainder of the score will be based on the following criteria (along with weight of importance): Presentation and Responsiveness to the RFP (5%); Qualifications, Experience and Resources (15%); Technical Approach (20%); and Management Approach (10%).

The proposals will be evaluated based on the criteria described in the following sections.

#### **3.2.1. Fossil Fuel Savings (50% of score)**

The State has a goal of reducing fossil-fuel use in state buildings by 25%, over FY2005 levels on a square foot basis by 2025. The primary goal of any performance contract resulting from this RFP is to maximize the reduction in fossil fuels. This can be done in several ways:

- Energy efficiency and conservation measures can be utilized to reduce overall energy use in a building; and
- Fossil fuels (including grid electricity) can be replaced with non-fossil fuel sources.

While fossil fuel reductions may or may not have direct cost savings to the state, the overall project must pay for itself within the 20 year period allowed by law. All financial savings must be directly tied to the energy budgets of state facilities. Fuel switching and reductions in energy use can be used as justification for paying for these building improvements. Maintenance savings, although beneficial to the state, and any other non-utility related expenses cannot be included when calculating savings and payback periods. Other criteria considered as part of this requirement are:

- The proposed fee for the energy studying the event the State elects not to proceed;
- Quality and clarity of the fossil-fuel energy savings calculations; and
- Other savings, above and beyond fossil fuel savings, to the State.

### **3.2.2. Presentation and Responsiveness to the RFP (5% of score)**

- Overall quality, completeness, and clarity of proposal and written submittals, including adherence to format requirements. (original score)
- Quality of oral presentations and interview (if any), including responsiveness to the State's questions and concerns. (note – original score may be adjusted up or down based on the results of the interview)

### **3.2.3. Qualifications, Experience and Resources (15% of score)**

The State will evaluate the proposer's qualifications, education, experience, ability, reputation and references in relationship to the Scope of Work described in Section 1.6.

#### **Qualifications**

- The qualifications, education, and experience of the personnel (prime and subcontractor), including design professionals, proposed for this project.
- Access to a NH Professional Engineer, as well as the depth of local project support will be considered with this category.

#### **Experience**

- The project team's experience with similar projects and facilities.

#### **Financial Qualifications**

- Financial soundness of the proposer, as demonstrated by submitted financial information.

#### **References and Reputation**

- The quality of the proposer's references.

- Reliability and equipment performance of contractor's past retrofit projects, including energy-savings performance relative to projections.
- Experience developing and implementing measurement and verification (M&V) plans appropriate to the size and complexity of the project.

### **3.2.4. Technical Approach (20% of score)**

#### **Project Summary and Plan**

- Demonstrated understanding of the Scope of Work and the opportunities and potential problems presented by the proposed project.
- Responsiveness to the specific goals (and any specific equipment-related goals) identified in the RFP.
- Employment of technologies that have been successfully implemented before by the proposer and for which local maintenance, repair, and training support are readily available.

#### **Facility Impact**

- Procedures for minimizing facility disruption and resolving unexpected problems or emergencies during construction and the operational period.
- An understanding and ability to respond to the unique needs of secure areas, lab and data center operations, and office facilities.

#### **Commissioning and Measurement and Verification**

- Demonstration of a sound methodology for establishing baseline usage, measuring and verifying energy usage, and adjusting the baseline for weather and facility use changes;
- Ease of implementing proposed methods for creating an energy baseline and calculating energy and energy cost savings.
- Proposed commissioning plan and acceptance tests.

#### **Training**

- Training plan demonstrates understanding of State personnel needs and the project conditions.

#### **Operation and Maintenance**

- Clear delineation of organization and contractor participation in, and responsibility for, equipment operation.
- Availability and location of qualified technicians, spare parts and other resources to support maintenance and repair of contractor-installed measures.
- Emergency repair procedures (with proposer's response time) and ability to meet time requirements specified in the RFP.
- Plan for achieving smooth transition of equipment operation and/or maintenance at end of contract term.

### **Design and Appearance**

- Satisfactory design and aesthetics for building improvements that will have a visual impact.

### **3.2.5. Management Approach (10% of score)**

#### **Responsibility and Management Approach**

- Clear assignment of responsibility and authority for all project tasks and phases to specific individuals.
- Proposer addresses and provides an adequate contingency plan to perform, in the absence of primary personnel.
- Provisions to allow for ongoing input from state personnel on design, equipment selection, operation, and maintenance on an ongoing basis.
- Adequacy of overall management system to successfully perform under the contract, including how cost and technical performance status is determined, assessed, and reported through contract completion.

#### **Resources**

- Availability and adequacy of resources, services, equipment and qualified personnel needed to accomplish the scope of work in the proposed timeframe.

#### **Schedule**

- A reasonable project implementation schedule is required.

# Appendix A - Facility Data and Information

## *Section Outline*

### **A.1. Disclaimer**

### **A.2. General Information**

- A.2.1. Facilities and Mission
- A.2.2. Locations
- A.2.3. Facilities Directions
- A.2.4. Climate Conditions
- A.2.5. General Utility Information
- A.2.6. Energy Cost and Consumption
- A.2.7. Electric Utility Information
- A.2.8. Standards of Service and Comfort
- A.2.9. Facility Descriptions
- A.2.10. Facility Matrix

### **A.3 Facility Profiles & Fossil-Fuel-Energy Conservation Measures**

#### A.3.1. Fossil-Fuel-Energy Conservation Measure Descriptions

#### A.3.2 Fossil-Fuel-Energy Conservation Measure Matrix

This matrix allows the proposers to link to pertinent audits and spreadsheets outlining the following specific information for each facility:

- Profile Summary Data (per building & per energy)
- Energy Consumption Data
- Equipment Survey
- Schematics, Related Drawings and Photographs

## **A.1. Disclaimer**

The documents, data and information contained in this Facility Data and Information section and any other related information provided to the proposer or contractor only represent the best record available as to the data they present. The State disclaims any responsibility for the accuracy or sufficiency of any drawings or documents included as part of this RFP for any purpose whatsoever. The proposer agrees in accepting these drawings and documents and that the State assumes no liability for any information contained in them.

## **A.2. General Information**

Specific information follows on the various Hazen Drive Facilities that will be considered as part of this RFP. Proposal responses will be based on the information provided in this RFP for this building. Proposers are required to aggregate the energy and financial analysis of the proposed building improvements for the building into a single response to this RFP.

### **A.2.1. Facilities and Mission**

The project for which the State seeks proposals includes the implementation of energy and resource efficient building upgrades at various Hazen Drive Facilities. The buildings are comprised of approximately 609,531 square feet of floor space as follows:

<b>NAME</b>	<b>LOCATION</b>	<b>SIZE (SQFT)</b>		<b>NAME</b>	<b>LOCATION</b>	<b>SIZE (SQFT)</b>
Division of Motor Vehicles Building	23 Hazen Drive, Concord	79,388		Health and Welfare Building	27/29 Hazen Drive, Concord	316,230
Morton Building	7 Hazen Drive, Concord	96,800		Department of Safety Building	33 Hazen Drive, Concord	117,113
<b>Totals</b>		<b>609,531 square feet</b>				

### **A.2.2. Location**

The buildings of this RFP are all located in Concord, New Hampshire. Concord is the capital city of New Hampshire and is 1.5 hours north driving from Boston.

### **A.2.3 Facilities Directions**

Directions to Hazen Drive (and other state offices) can be found here.

<http://www.nh.gov/maps/index.html>

### **A.2.4. Climate Conditions**

Please use the following link to determine historical weather data for Concord, New Hampshire (30 year averages from 1981 through 2010). The following information can be found using the link below:

Heating degree day normals (base 65°F)

Cooling degree day normals (base 65°F)

Average daily temperature  
 Average high temperature  
 Average low temperature

[http://www.erh.noaa.gov/er/gyx/climo/CON\\_Monthly-Seasonal-Annual\\_30\\_year\\_normals\\_1981-2010.xls](http://www.erh.noaa.gov/er/gyx/climo/CON_Monthly-Seasonal-Annual_30_year_normals_1981-2010.xls)

For record temperatures, please use the following link:

[http://www.erh.noaa.gov/er/gyx/climo/CON\\_Monthly\\_Temperature\\_Records.doc](http://www.erh.noaa.gov/er/gyx/climo/CON_Monthly_Temperature_Records.doc)

### A.2.5. General Utility Information

All facilities covered by this RFP are on a single electric meter and thus a single electric account. There are other facilities on Hazen Drive that are also part of this master meter/account. The State's electric supply contract in place at the time of this RFP is with NextEra Energy Services New Hampshire LLC. Electric supply is purchased at a fixed price of \$0.06071 per kWh. Delivery is provided by Unitil at Rate G1. Information on delivery charges can be found here:

<http://www.unitil.com/energy-for-businesses/electric-information/rates>.

At the time of this RFP, natural gas supply is purchased through Hess Corporation at a fixed rate of \$0.619 per therm. Delivery is provided by Liberty Utilities. Current delivery rates can be found at

[http://libertyutilities.com/east/gas/saving/gas\\_rates.html](http://libertyutilities.com/east/gas/saving/gas_rates.html).

Other utilities

Water and sewer services are provided by the city of Concord. Water and sewer rates can be found here: <http://www.onconcord.com/GSADMIN/concordv2.asp?siteindx=G10,01,06>.

### A.2.6. Energy Cost and Consumption

Monthly electric use and cost for each facility on Hazen Drive is estimated based on manual meter readings of the various submeters on site at each of the buildings. The table below shows the estimated annual costs for electricity for each building and the actual cost for all other utilities. Data is provided for fiscal years 2011 and 2012 (July 2010 through June 2011 and June 2011 through July 2012). The energy cost and consumption are as follows:

NAME	LOCATION	SIZE (SQ. FT.)	YEAR	ELECT.	GAS	WATER/SEWER	TOTALS
Division of Motor Vehicles Building	23 Hazen Drive, Concord	79,388	FY2011	\$59,271	\$27,072	\$5,701	\$92,044
			FY2012	\$56,594	\$19,402	\$5,882	\$81,878
Health and Welfare Building	27/29 Hazen Drive, Concord	316,230	FY2011	\$1,265,114	\$555,536	\$85,833	\$1,906,483
			FY2012	\$1,257,051	\$387,817	\$89,705	\$1,734,573
Morton Building	7 Hazen Drive, Concord	96,800	FY2011	\$246,901	\$51,493	\$9,924	\$308,318
			FY2012	\$243,554	\$36,877	\$10,074	\$290,505

Department of Safety Building	33 Hazen Drive, Concord	117,113	FY2011	\$305,785	\$32,141	\$11,196	\$349,122
			FY2012	\$283,987	\$23,896	\$11,060	\$318,943
<b>Totals</b>			<b>FY2011</b>	<b>\$1,877,071</b>	<b>\$666,242</b>	<b>\$112,654</b>	<b>\$2,655,967</b>
			<b>FY2012</b>	<b>\$1,841,186</b>	<b>\$467,992</b>	<b>\$116,721</b>	<b>\$2,425,899</b>

NAME	LOCATION	SIZE (SQ. FT.)	YEAR	ELECT. (kBtu)	GAS (kBtu)	TOTAL (kBtu)	WATER /SEWER (CCF)
Division of Motor Vehicles Building	23 Hazen Drive, Concord	79,388	FY2011	1,740,019	2,417,313	4,157,332	414
			FY2012	1,732,125	1,951,613	3,683,738	416
Health and Welfare Building	27/29 Hazen Drive, Concord	316,230	FY2011	37,602,103	52,673,300	90,275,403	15,641
			FY2012	38,490,486	38,794,240	77,284,726	15,236
Morton Building	7 Hazen Drive, Concord	96,800	FY2011	7,129,344	4,495,997	11,625,341	1,417
			FY2012	7,455,794	3,233,903	10,689,697	1,543
Department of Safety Building	33 Hazen Drive, Concord	117,113	FY2011	8,839,858	2,654,089	11,493,947	1,049
			FY2012	8,791,219	2,165,522	10,956,741	934
<b>Totals</b>			<b>FY2011</b>	<b>55,311,324</b>	<b>62,240,699</b>	<b>117,552,023</b>	<b>18,521</b>
			<b>FY2012</b>	<b>56,469,624</b>	<b>46,145,278</b>	<b>102,614,902</b>	<b>18,129</b>

### A.2.7. Standards of Service and Comfort

Proposers are required to comply with all applicable state, federal and local building codes, standards and regulations.

In conditioned areas, space temperatures will be maintained between 68°F and 76°F dry bulb during the heating season and scheduled occupied periods. In no instance shall the lowest temperature in the building fall below 68°F during occupied periods. These temperature requirements shall also apply to buildings that have central cooling systems. In buildings with ventilation systems, outside air cannot be reduced below the quantities found in ASHRAE standard 62-89, "Ventilation for Acceptable Indoor Air Quality." Where control is available in office spaces, 20-60% relative humidity shall be maintained during periods scheduled for occupancy, or maintained at present building set points. Data centers and laboratories shall have humidity settings that meet their own standards.

During unoccupied periods, the heating and/or cooling systems may be turned off. However, the systems must be so designed that before any high or low temperatures or humidity conditions that could damage equipment in the spaces can occur, the heating and/or cooling system will restart and control the temperature or humidity as required. In any case, temperatures must be restored to the 68°F - 76°F range by the start of the next occupied period.

Minimum lighting levels shall be in accordance with applicable Illumination Engineering Society (IES) standards for each type of space and activity as of the time of the measure installation. It is recommended a sampling of light level readings be taken at various locations before considering lighting upgrade options. This will assure post-retrofit light levels will be adequate and that lighting upgrades will not be based on existing light levels that may be below or above IES standards.

## **A.2.8. Facility Descriptions**

### **Division of Motor Vehicles Building**

The Division of Motor Vehicles Building is a two-storey structure at 23 Hazen Drive in Concord NH. Consisting of offices, record storage, restrooms, and waiting rooms; the building is used for driver license testing and public services. Operating hours are from 8:15 am to 4:15 pm. The walls are composed of an exterior insulation and finishing system, 3" foam with 6" metal studs, and r19 insulation and drywall. Windows are insulated thermal pane glass with aluminum frames.

### **Health and Welfare Building**

The Health and Welfare Building is a three-storey structure (with basement) located at 27/29 Hazen Drive in Concord, NH. The building consists of laboratories, conference rooms, offices, a data center, mechanical rooms, and restrooms. The building's primary use and occupancy is for public health laboratory testing, data center operations, and employee office space. The main operating hours for the building are from 8:00 am to 4:30 pm. The building walls are constructed of brick veneer, concrete block, metal studs, and interior drywall.

### **Morton Building**

The John O. Morton Building is a 2-storey building (with basement) located at 7 Hazen Drive in Concord, NH. The facility consists of offices, storage space, mechanical rooms, IT equipment, and restrooms. Operating hours are Monday through Friday from 7:30 am to 4:30 pm. The building walls are constructed of brick veneer, concrete block, metal studs, 3" rigid insulation, and interior drywall. The windows are insulated thermal pane glass with aluminum frames.

### **Department of Safety Building**

The Department of Safety Building is a three-storey structure located at 33 Hazen Drive in Concord, NH. Consisting of offices, hearing rooms, and the state police crime labs; the building is used for evidence testing, police work, and hearings. Operating hours are 8:15 am to 4:15 pm. The building walls are brick and studs with 3" insulated board and 6" insulation with drywall interior. Windows are metal frame insulated thermal pane glass.

## **A.3 Fossil-Fuel-Energy Conservation Measures**

### **A.3.1 Fossil-Fuel-Energy Conservation Measure Descriptions**

**Proposal responses are required to address each technology section outlined and shall include any specific measures required in the sections below.** This allows for a fair evaluation and comparison of RFP responses. Changes to the listed scope of work will be given consideration after the Contractor selection process is complete. The State encourages proposers to find additional energy and resource saving opportunities and include them as part of their response. The proposal response will consider the interactivity of all measures. For example, the sizing of mechanical equipment shall consider the impact of reduced heating loads due to changes in the building envelope and the cooling loads will consider changes in lighting and heat output.

**Note:** The energy and financial analysis of additional FFECMs must be capable of separation from the required scope of work. At a minimum, additional proposed conservation measures shall be placed at the bottom of all itemized lists as required in forms E3 and E4 and any other applicable

form and designated as an optional measure. This will allow the State to readily compare proposal responses fairly and accurately with the required scope of work that is outlined below.

## **LIGHTING**

Lighting should be addressed in each of the buildings listed in this RFP. Vendors may propose lighting retrofits (lamps and ballasts), fixture replacement, lighting redesign and/or better controls and switching. Possible technologies to consider, although not limiting, are high performance T8 systems, T5 fluorescent systems, LEDs, induction lighting, compact fluorescents, high efficiency fixtures, and task lighting. If any incandescent or compact fluorescent exit signs remain, they shall be replaced or retrofitted with LED (or equivalent) signs. If any incandescent lamps are found, they shall be replaced with a more efficient technology. All buildings in this RFP currently have predominantly T8 lighting, but it is possible that other lighting types will be found. For the purpose of estimating savings for this RFP, proposers will assume all T8 ballasts are standard electronic and all T8 lamps are 32 watt. It is not expected that proposers will find any PCB ballasts.

Control technologies could include occupancy sensors, bi-level switching (as well as other switching changes), dimming ballasts, day-light harvesting, and/or tying lighting into a building management system.

Special attention should be paid to any lamps or ballast that have been discontinued due to federal efficiency regulations.

**Note:** Rated Lighting System Wattages, as published by the NH Core Utilities, [nhsaves@work](mailto:nhsaves@work), provides a chart of acceptable rated wattages for different lighting fixture/lamp/ballast combinations (see: Lighting and Controls, Instructions, <http://www.psnh.com/SaveEnergyMoney/Large-Power/Large-Business-Retrofit-Program.aspx>). This chart will be used in a proposal response when determining the energy unit and cost savings for lighting replacements and retrofits. Additionally, proposed light levels will be based on IES standards for the type of space and tasks performed, and not the light levels that presently exist in that space which may be below or above IES standards.

## **HVAC & PLUMBING MEASURES**

All facilities listed in the RFP use natural gas as their predominant heating source. The following boilers were installed recently at the facilities covered by this RFP and should not need to be replaced.

Health and Welfare Building

27 Hazen Drive – 2 boilers replaced in 2011

29 Hazen Drive – 1 boiler replaced in 2011

Morton Building – Boilers replaced in 2010

Safety Building – Boiler replaced in 2010

All other boilers predate 2008 and could be considered for upgrades as part of this RFP.

Other HVAC equipment:

Health and Welfare Building

27 Hazen Drive – 6 new Liebert units on 1<sup>st</sup> floor

29 Hazen Drive – no new units

Morton Building – 1 new Liebert unit in server room

Safety Building – 1 new Liebert unit in server room

Division of Motor Vehicles – All units are less than 8 years old

All other chillers and HVAC equipment are eligible for replacement.

Other items to consider are high efficiency water heaters, water conserving plumbing fixtures and devices, and waste-water heat recovery. Water conserving bathroom fixtures were recently installed at 29 Hazen Drive.

## **BUILDING CONTROLS and MONITORING**

As part of this RFP, proposers shall recommend an electric submetering system that will allow the state to capture real time usage information. While this measure will not have quantifiable fossil-fuel energy savings, the state requires each vendor to include this in their proposals. Additionally, the State would like these meters to be standardized throughout the Hazen Drive campus. The following locations, though some are not included for total building retrofits in this RFP, shall have similar meters installed onsite:

- Department of Motor Vehicles – 2 meters;
- 27/29 Hazen Drive Health and Welfare – 4 meters;
- Department of Safety – 1 meter;
- Morton Building – 1 meter;
- Fish and Game (Headquarters, Mechanical Garage, Carpentry Shop) – 3 meters; and
- Material and Research – 1 meter.

All buildings covered by this RFP are equipped with building management systems. These systems should be reviewed as part of this RFP and recommendations should be made on how to better utilize these systems. Building equipment that has not been integrated with these systems can be added, systems can be commissioned and improved, and other changes can be made to help maximize the savings achievable by using these systems. Additionally, if new equipment is installed as part of this performance contract, consideration should be taken to determine if it is something that should be added to the building management system

Some items that should be included in the building management system are: outdoor temperature reset; night, weekend and holiday setbacks; economizer cooling; and demand controlled ventilation.

## **MOTORS and VFDs**

This measure consists of replacing standard efficiency motors with premium efficiency motors and installing variable speed drives on pumps and/or fans, which run at constant speed but have variable loads. The measure is normally limited to motors larger than 2 HP and with run times greater than 2500 hours per year. Additionally, please recommend premium efficiency motor replacements on other motors upon failure so that state staff have some guidance when buying replacements.

## **BUILDING ENVELOPE**

Windows should be considered if cost effective. This measure consists of adding insulating material to the ceiling or roof areas of buildings that presently have little or no ceiling/roof insulation. In most cases it will consist of additional fiberglass bats, rigid panel insulation or blown-in insulation. Roof measures should also be considered; examples include white or green roofs.

## **RENEWABLE ENERGY SYSTEMS**

In addition to energy efficiency measures, fossil fuel consumption may be reduced through the use of renewable energy sources. Renewable energy systems should be considered when cost effective. Types of renewable energy to be considered include solar electric, solar thermal, wind, and biomass.

## **ADDITIONAL MEASURES**

Proposers are encouraged to include additional fossil-fuel-energy conservation measures in their proposals above and beyond the ones specifically listed in this RFP if they contribute to the overall goal of reducing fossil fuel use. These measures should be listed in a way such that they can be easily included or excluded from the remainder of the proposal.

# **Appendix B - Proposal Forms, Responses, and Submittals**

## ***Section Outline***

### **B.1. Proposal Development Stage Forms & Responses**

No Forms for Proposal Development Stage

### **B.2. Proposal Submittal Stage Forms**

#### Section A

Form A-1 - Certificate of Independent Price Determination  
State of NH Transmittal Letter

#### Section B

Form B-1 - Proposer Information

#### Section C

No Forms for Section C

#### Section D

No Forms for Section D

#### Section E

Form E-1 - Fixed Price for Detailed Energy Study

Form E-2 - Summary of Proposed Fossil-Fuel Energy Conservation Measures

## Form A-1: Certificate of Independent Price Determination

By submission of this proposal, each proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this proposal have been arrived at independently, without any consultation, communication, or agreement, with any other proposer or competitor for the purpose of restricting competition, relating to (i) such prices, (ii) the intention to submit a proposal, or (iii) the methods or factors used to calculate the prices offered.

Unless otherwise required by law, the prices submitted in this proposal have not been knowingly disclosed by the proposer to any other proposer or competitor and will not knowingly be disclosed by the proposer to any other proposer or competitor prior to opening of proposals.

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Name of Company

By

---

Signature

---

Title

---

Date

## Form B-1: Proposer Information

**Note:** All questions must be addressed by the proposer. Failure of the proposer to answer any question, or comply with any directive contained in this form may be used by the State as grounds for ineligibility. If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol "N/A."

**For proposers using the forms provided in electronic format:**

For additional space for answers to any given question on this form, copy the question's answer format and expand the number of entries as needed.

**For proposers using forms provided in non-electronic format:**

For additional space for answers to any given question on this form, attach 8-1/2" x 11" sheets and indicate reference numbers to correspond with each question.

Date prepared: \_\_\_\_\_

### 1. Proposer Identification

Name of proposer: \_\_\_\_\_

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

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Taxpayer I.D. number: \_\_\_\_\_

### 2. Type of Firm: (check one)

- Corporation
- Partnership
- Sole Ownership
- Joint Venture (list venture partners in the next section)
- Branch Office of \_\_\_\_\_
- Division of \_\_\_\_\_
- Other \_\_\_\_\_

3. Is the firm incorporated? Yes \_\_\_ No \_\_\_

4. Federal Employer Identification Number: \_\_\_\_\_

5. How many years has the firm been in the energy-efficiency related business? \_\_\_ years

6. How many years has the firm been in business under its present business name? \_\_\_ years



Title / Function: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

Name: \_\_\_\_\_  
Title / Function: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

Name: \_\_\_\_\_  
Title / Function: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

12. List corporate shareholders holding 25% or more of the outstanding shares with name, mailing address, and telephone number.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, zip code: \_\_\_\_\_  
Phone number: \_\_\_\_\_

13. If your company is not located in New Hampshire, use additional 8-1/2" x 11" paper to discuss the mechanisms that will guarantee the local support service necessary for fulfilling an energy savings performance contract.

14. Please attach resumes for each member of the project team. Limit to one page per team member, maximum of 10 team members.

## Form E-1: Fixed Price for Detailed Energy Study

The following statement must be submitted as part of the proposal package. Insert the Energy Study Report fee (payable based on the terms stated) in the blanks in the form.

If the State elects not to proceed after accepting the Contractor's Study Report, or if the State and the contractor cannot agree on the contents or manner of incorporation of the Study Report within 30 days after its submission, then the Agreement shall terminate and the State shall pay Contractor the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) as compensation for the preparation of the Study Report, unless:

1. The Contractor's Study Report does not comply with the terms of the Agreement in any material respect,
2. The total energy savings set forth in the Study Report are less than 85% of the total energy savings proposed by the Contractor in its proposal, and
3. The net financial benefit set forth in the Study Report is less than 85% of the net financial benefit proposed by Contractor in its proposal.

In these events, the State shall have no obligation to reimburse the contractor for the cost of preparing the Study Report and may use any information contained in the report or implement any of its recommendations with no cost or obligation to the contractor.

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*Authorized company representative signature*

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*Name (please print)*





## Calculate the Financing Costs and Payback Term

Calculations are based on the following:

- Semi-Annual fixed cost payments
- 1.25% interest rate

### Calculation Procedure

Take the total guaranteed annual savings and divide in half. This will be the fixed cost semi-annual payment. Use the total project cost in column **C** of the previous table as the principal or amount to be borrowed. Use an interest rate of 1.25%. Calculate the finance cost from a standard amortization chart or spreadsheet.

The payback term can be determined from the number of payments calculated from the amortization schedule to finance the principal with the indicated fixed semi-annual payments or add the finance (interest) costs to the total project costs and divide by the yearly guaranteed savings to obtain the payback term.

### Finance Costs

### Payback Term including Finance Costs

## Appendix C – Agreement to Perform a Detailed Feasibility Study

AGREEMENT, entered into as of \_\_\_\_\_, by and between \_\_\_\_\_ (“Contractor”) a \_\_\_\_\_ [corporation] \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ and the State of New Hampshire (“State”) a State Government with a principal place of business at 107 North Main Street, Concord, NH (individually, a “Party” or collectively, the “Parties”).

Now, therefore, in consideration of these premises and the mutual promises herein expressed, State and Contractor agree as follows:

### **BASIS:**

The basis for this Agreement is:

State of New Hampshire (hereinafter called “the State”) owns or leases the premises known as New Hampshire State Office Park, East (hereinafter called “the Facilities”). State desires to improve the energy efficiency of certain facilities that it owns and occupies by means of an energy performance contract. State has solicited competitive proposals, evaluated Contractor’s response, and wishes to engage Contractor to conduct a Detailed Feasibility Study of the facilities to determine whether the State should proceed with a fossil-fuel reduction project by means of an energy performance contract.

Contractor has made a preliminary assessment of the Facility and submitted a proposal in response to a State issued RFP, to provide certain services and equipment. The Contractor provides services and other measures designed to reduce energy consumption or energy costs. The Contractor is willing to guarantee that the State will realize energy cost savings during each year of the term of an energy performance contract, calculated and adjusted according to accepted terms.

The work to be performed at the Facility by Contractor (the “Project”) will identify the Measures to be installed and other services, if any, to be provided by Contractor. Agreement on the Measures and services to be provided will be evidenced by the execution of a Study Acceptance Form.

### 1. DEFINITIONS:

**Baseline Energy Use.** A calculation of energy use of a building or piece of equipment over a specified period used to project energy use had the project not been implemented.

**Detailed Feasibility Study.** Also referred to as the “Detailed Energy Audit”. A survey of existing energy systems of a Facility for the purpose of proposing Fossil-Fuel-Energy Conservation Measures (FFECMs) and verifying that the proposed FFECMs are guaranteed to generate energy consumption and cost savings and meet the financial requirements within the specified term. The results of a Detailed Feasibility Study are presented in a written report that includes a methodology for the calculation of the Baseline Energy Use and a description of physical conditions, equipment counts, nameplate data and control strategies. For each FFECM recommended, the Detailed Feasibility Study generally provides equipment counts, implementation costs, efficiency levels or performance characteristics of the equipment comprising the proposed FFECMs, on-going maintenance costs, annual energy and cost savings, the useful life of the FFECM and a life-cycle cost analysis. Projected fossil-fuel energy savings must account for interaction among recommended

Energy Conservation Measures. See Section 3 and the State RFP #2013-157 “Performance Contract for the Buildings on Hazen Drive, State Office Park East.” The results of the detailed feasibility study are presented in a written report.

**Fossil-Fuel Energy.** Energy generated through the combustion of fuel types including coal, fuel oil, propane, and natural gas. This includes electricity generated by the burning of these fuel types. Use 43% of total electric savings to calculate fossil fuel savings from electricity reductions.

**Fossil-Fuel-Energy Conservation Measures (FFECM).** A measure to reduce energy use or costs, such as the installation of equipment or systems, or modification of equipment or systems, or revised operation and maintenance procedures.

**Guaranteed Performance.** The annual energy unit and cost savings, calculated according to the method described in Appendix B-5, which the Contractor guarantees will be realized by the State as a result of the Project. Excess annual energy units and cost savings obtained by the state agency beyond the contractor's annual guarantee can not be used as a credit by the Contractor in any previous or subsequent years of the contract term and will not be applied for any shortfall in guaranteed energy units or cost savings during the contract term. All energy and cost savings derived from the implementation of this project will be retained by the state.

Energy unit savings will be the basis of the performance guarantee and guaranteed cost savings are extrapolated from the energy unit savings and baseline utility costs. Since energy costs fluctuate, the Contractors must meet the guaranteed annual energy unit savings as a requirement of the performance guarantee. In no instance will guaranteed cost savings be used as the sole condition for meeting the performance guarantee. Further, as required in NH RSA 21-I:19-d (f), “Any energy performance contract should require the contractor to include all energy efficiency improvement in selected buildings that are calculated to recover all costs within 20 years from the date of project implementation at existing energy prices. The contract shall require that the public utility or energy services provider be repaid only to the extent of energy cost savings guaranteed by the contractor to accrue over the term of the contract.”

**Measurement and Verification.** The process of monitoring and measuring the energy consumption of a facility or specific equipment or systems, before and after Project implementation, to determine if guaranteed or predicted fossil-fuel energy savings are being realized. The International Measurement and Verification Protocols will be used to measure and monitor all installed FFECMs.

**Project.** An energy and energy-related cost reduction program that may include design, engineering, procurement, installation of equipment, ongoing maintenance, measurement and verification, and other services.

**Total Project Cost.** All costs associated with the development and implementation of an energy performance contract, which may include, but are not limited to: the comprehensive energy audit; FFECM design, procurement and installation; financing fees; construction contract bonds; interest charges; training of facility staff; measurement and verification; equipment operation and maintenance; project management; the energy performance guarantee; and Contractor overhead and profit.

2. The Contractor will perform a comprehensive energy audit of the following facilities:

- The Health and Welfare Building, 27/29 Hazen Drive
- The Safety Building, 33 Hazen Drive
- The Morton Building, 7 Hazen Drive
- The Division of Motor Vehicles, 23 Hazen Drive

The Contractor shall gather and analyze information and data and propose a project to the State in a comprehensive energy audit report that would reduce the State's expenses for energy, water and related operations. The Detailed Feasibility Study shall be conducted at the Contractor's own expense. The Contractor shall conduct an on-site survey of the facilities and shall interview appropriate State personnel to learn the operating characteristics of the facilities and the existing equipment and systems therein.

The Detailed Feasibility Study shall identify all feasible energy conservation, load management, building envelope, water conservation; and renewable resource options for which the total cost savings benefits are expected to exceed implementation costs, including financing, over the term. The comprehensive energy audit shall also address the following options specifically identified by the State:

- |                                      |                              |
|--------------------------------------|------------------------------|
| • Lighting Systems and Controls      | • Building Envelope          |
| • HVAC                               | • Boiler Plants              |
| • Building Automated Controls        | • Water Conservation         |
| • Premium Efficiency Motors and VFDs | • Domestic Hot Water Systems |
| • Renewable Energy Systems           |                              |

3. Contractor shall certify in writing that Contractor has a plan to coordinate all activities involving handling, transport, and disposal of hazardous materials, including asbestos, affected by the installation of Measures under this Agreement. If no hazardous materials are involved or affected, Contractor shall so assert.

The Detailed Feasibility Study shall present a detailed analysis and discussion of the Contractor's proposed FFECMs at the State's facilities. It shall include a methodology for the calculation of the baseline energy use and a description of physical conditions, equipment counts, lighting audits, nameplate data, and control strategies prior to project implementation.

For each measure recommended, the Detailed Feasibility Study shall provide equipment counts, implementation costs, efficiency levels or performance characteristics of the equipment comprising the proposed measure, on-going maintenance costs, annual energy and cost savings, and the useful life of the measure. Projected fossil-fuel energy savings must account for interaction among recommended measures.

There shall be a separate section in the comprehensive energy audit report for each building and an executive summary which lists all proposed FFECMs with the implementation cost, estimated energy cost savings, useful life of the equipment, and the simple payback for each measure.

The report shall incorporate the following format:

**Changes from the Original Proposal** – provide a complete description of what changes have occurred from the original proposal to the completed detailed feasibility study and explain why these changes were necessary. Include at a minimum for each FFECM:

- Changes in quantities of equipment or fixtures,
- Changes in installation or equipment costs,
- Changes in equipment type and/or specifications,
- Changes in the implementation timeline, and
- Changes in the scope of work.

**Measure Descriptions** – provide a complete description of each proposed measure, which will include at a minimum:

- The proposed upgrade, replacement, or operational change;
- Existing equipment and fixture inventories;
- Waste recycling measures;
- Quantities, and make and model of all proposed new equipment;
- Interface between the proposed measure and existing equipment; and
- A cost and savings summary (Form E-2) and savings guarantees

**Operation and Maintenance Services and Responsibilities** – provide a complete description of the maintenance services that the Contractor will provide and a complete description of any maintenance actions for which the State will retain responsibility.

- Operation services to be performed by the Contractor
- Operation services to be performed by the State
- Training Services to be performed by the Contractor
- Maintenance services to be performed by the Contractor
- Maintenance to be performed by the State
- Repair response times and agreements

**Measurement and Verification Plan** – document the methods that will be used to calculate fossil-fuel energy savings and convert them to cost savings, including the baseline that savings will be measured against and any provisions for modifying the baseline. Information to be provided includes:

- an energy baseline and the methodology used for the calculation of baseline energy consumption;
- the International Performance Measurement and Verification Protocol method to measure fossil-fuel energy savings for each conservation measure and/or energy type after FFECMs have been installed;
- the method to verify FFECM compliance with requirements of standards of service and comfort;
- the method of determining guaranteed energy unit and cost savings and compliance with standards of service and comfort annually throughout the Term;
- the utility rate schedules to be used for calculating energy cost savings; and
- A clearly defined performance guarantee which indicates energy unit savings will be the basis of the guarantee and that guaranteed cost savings are extrapolated from the energy unit savings and baseline utility costs. Also include an outline of the process for reimbursing the state for any shortfall in the energy unit savings guarantee. In no instance will guaranteed cost savings be used as the sole condition for meeting the performance guarantee.

To establish the baseline, provide supporting documentation on:

- building physical condition;
- hours of use or occupancy;
- area of conditioned space;

- area of unconditioned space;
- inventory of energy consuming equipment or systems;
- energy consuming equipment operating conditions and loads; and
- standards of service and comfort observed (e.g. light levels and temperatures).

Describe the manner in which the Contractor shall secure the energy performance guarantee.

**Installation Schedule** – provide for each measure, a proposed implementation schedule with the following milestones:

- Design completed
- Permits
- Submittals (plans and specifications)
- Equipment/material acquisition
- Mobilization
- Installation
- Clean up
- Startup/testing, commissioning, initial Measurement and Verification
- Final inspection and project acceptance
- Post installation submittals
- Periodic Measurement and Verification, annual true-ups
- Training

**Subcontractor and Equipment Vendor/Brand Schedules** - provide a list of subcontractors (or possible subcontractors), and equipment brands and vendors.

**Compensation Schedule** – The Compensation Schedule should indicate any progress payments for construction through Project Acceptance and any regular payments after Project Acceptance for ongoing monitoring, operating, and maintenance services, if applicable.

**Environmental Impact** – Provide projected annual greenhouse gas reduction quantities for the total project based on the guaranteed energy savings. Utilize the following conversion coefficients in determining the gas reduction quantities for the type of energy indicated.

**Electricity Savings** (MM = 1 million, 3.412 MMBtu/MWh)

Carbon Dioxide	244.52 lb/MMBtu	834.31 lb/MWh
Sulfur Dioxide	0.53 lb/MMBtu	1.80 lb/MWh
Nitrous Oxides	0.21 lb/MMBtu	0.73 lb/MWh

**Source: NH DAS, 2013**

**#2 Oil** (Sulfur content 0.5%, M =1 million, 0.139 MMBtu/gal)

Carbon Dioxide	161.27 lb/MMBtu	22.38 lb/gal
Sulfur Dioxide	1.022 lb/MMBtu	0.142 lb/gal
Nitrous Oxides	0.00187 lb/MMBtu	0.00026 lb/gal

**Natural Gas** (MM =1 million, 0.1 MMBtu/therm (100 ft<sup>3</sup>))

Carbon Dioxide	116.98 lb/MMBtu	11.70 lb/therm
Sulfur Dioxide	0.00059 lb/MMBtu	0.000082 lb/therm
Nitrous Oxides	0.0022 lb/MMBtu	0.0003 lb/therm

**Propane** (MM = 1 million, 0.09101 MMBtu/gal)

Carbon Dioxide	139.05 lb/MMBtu	12.65 lb/gal
Sulfur Dioxide	0.0006 lb/MMBtu	0.00009 lb/gal
Nitrous Oxides	0.006 lb/MMBtu	0.0009 lb/gal

**Sources:**

**EIA (2012). Voluntary Reporting of Greenhouse Gases Program Fuel Emission Coefficients, <http://www.eia.gov/oiaf/1605/coefficients.html>.**

**EPA (2011). AP-42, Fifth Edition, Compilation of Air Pollutant Emission Factors, Volume 1: Stationary Point and Area Sources, <http://www.epa.gov/ttn/chief/ap42/index.html>.**

**Standards of Service and Comfort for the State facilities shall be as follows:**

In conditioned areas, space temperatures will be maintained between 68°F and 76°F dry bulb during the heating season and scheduled occupied periods as controlled by the space thermostats or room sensors. In no instance shall the lowest temperature in the building fall below 68°F during occupied periods. These temperature requirements shall also apply to buildings that have central cooling systems. In buildings with ventilation systems, outside air cannot be reduced below the quantities found in ASHRAE standard 62-89, "Ventilation for Acceptable Indoor Air Quality." Where humidity control is available in office spaces, 20-60% relative humidity shall be maintained during periods scheduled for occupancy, or maintained at present building set points. Data centers and laboratories shall have humidity settings that meet their own standards.

During unoccupied periods, the heating and/or cooling systems may be turned off. However, the systems must be so designed that before any high or low temperatures or humidity conditions that could damage equipment in the spaces can occur, the heating and/or cooling system will restart and control the temperature or humidity as required. In any case, temperatures must be restored to the 68°F - 76°F range by the start of the next occupied period.

Hot water to kitchen areas will be supplied at a temperature of 120°F. Domestic hot water for bathrooms, showers and hygiene purposes shall be delivered at a temperature between 85°F and 110°F. All other domestic hot water temperature requirements must meet applicable NH plumbing code standards.

Minimum lighting levels shall be in accordance with applicable Illumination Engineering Society (IES) standards for each type of space and activity as of the time of the Measure installation. It is recommended a sampling of light level readings be taken at various locations before considering lighting upgrade options. This will assure post-retrofit light levels will be adequate and that lighting upgrades will not be based on existing light levels which may be below or above IES standards.

The key personnel assigned responsibility for the conduct of the comprehensive energy audit shall be identified in writing prior to the commencement of the comprehensive energy audit, and shall be subject to the approval of the State. Proposed changes in the key personnel also shall be subject to State approval.

The State agrees to allow the Contractor access to its facilities during normal working hours for the purpose of gathering information required for the Detailed Feasibility Study and to cooperate with the Contractor in providing timely, complete, accurate, and pertinent information. If it has not already done so, the State shall furnish, or cause its energy suppliers to furnish, accurate and complete data concerning energy usage for the facilities for a recent 24-month period.

The Contractor agrees that this Detailed Feasibility Study shall be completed and delivered to the State within \_\_\_\_ weeks of the signing of this Agreement by both parties.

Within 15 business days of receipt of the Detailed Feasibility Study, the State may request in writing additional information about any proposed measures. In such event the Contractor agrees to provide, at no additional cost to the State, detailed engineering and financial calculations and to identify all assumptions and inputs underlying the recommended FFECMs and services. The Contractor will submit the requested information within 15 business days of receipt of the request from the State. Upon receipt of the information from the Contractor, the State may, within 5 days of receipt of the initial response from the Contractor, request additional information about the recommended program. The Contractor shall have 10 days to respond to the second and any subsequent requests for information, and the State shall have 10 days to respond. These requests for information may involve attempts to resolve deficiencies in or material objections to the proposed Project. This process may continue until (a) the parties resolve the deficiencies and objections and the State accepts the comprehensive energy audit report; (b) the State and the Contractor mutually select an acceptable engineering firm to decide whether the recommended FFECMs are feasible and the proposed costs and savings are reasonable; or (c) either party decides to pursue its legal rights in an appropriate forum. The State shall not be responsible for expenses incurred by the Contractor for providing additional information needed to clarify, review or modify the Detailed Feasibility Study after the initial presentation by the Contractor.

If the State elects not to proceed after accepting the Contractor's Detailed Feasibility Study, or if the State and Contractor cannot agree on the contents or manner of incorporation of the Detailed Feasibility Study within 30 days after its submission, then this Agreement shall terminate and the State shall pay Contractor the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_.\_) as compensation for the preparation of the Detailed Feasibility Study, unless:

- The Detailed Feasibility Study does not comply with the terms of this Agreement in any material respect,
- The total fossil-fuel energy savings set forth in the Detailed Feasibility Study are less than 85% of the total fossil-fuel energy savings proposed by Contractor in its proposal, and
- The net financial benefit set forth in the Detailed Feasibility Study is less than 85% of the net financial benefit proposed by Contractor in its proposal.
- An agreement between the Contractor and the State provides for an alternative compensation arrangement.

In these events, the State shall have no obligation to reimburse the Contractor for the cost of preparing the Detailed Feasibility Study and may use any information contained in the report or implement any of its recommendations with no cost or obligation to Contractor.

Payment of the Energy Study Fee shall also entitle the State to use any information or implement any recommendations contained in the Study Report with no cost or obligation to the Contractor.

Within 10 days after acceptance by the State of the Detailed Feasibility Study, the Contractor will prepare and submit an agreement for Guaranteed Energy Performance (the "Energy Performance Contract"). The Contractor agreement for Guaranteed Energy Performance shall be based on the State's "Model Agreement for Guaranteed Energy Performance."

This Agreement in no way binds the State or the Contractor to enter into any future agreement for any purpose.

The State of New Hampshire Contractor Agreement, Form P-37, attached hereto as Appendix A, provides for standard contract clauses and is hereby made a part of this Agreement to Perform a Detailed Feasibility Study as if set forth fully herein.

This agreement shall become effective and binding upon approval by the New Hampshire Governor and Executive Council pursuant to RSA 4:15.

The Contractor shall be solely responsible for any and all costs incurred by the Contractor for work performed by the Contractor in preparation of the Detailed Feasibility Study prior to the Governor and Executive Council approval of this agreement. The State shall have no obligation to reimburse the Contractor for its expenses relating to the work performed in preparation of the Detailed Feasibility Study prior to approval by the Governor and Executive Council.

In witness thereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

The State of New Hampshire and the Vendor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> )  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By: _____ On: _____			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			

**2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages Vendor identified in block 1.3 (“Vendor”) to perform, and the Vendor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“Effective Date”).

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract(s) price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Vendor shall not hire, and shall not permit any subvendor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contract(s)ing Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contract(s)ing Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Vendor notice of termination;

8.2.2 give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract(s) price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. VENDOR'S RELATION TO THE STATE.** In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACT(S).** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Vendor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.