

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

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Today's Date: October 19, 2018

RFX Number: 100291

Due Date & Time: 11/29/2018 at 2:00 p.m.

Guaranteed Energy Savings Contract (15663)

Request for Proposal. This is not an order. The University System of New Hampshire reserves the right to reject any or all proposals and to waive any formalities in the proposal process. By responding to this solicitation, the respondent (or responding firm) acknowledges that, subject to the provisions of the New Hampshire RSA 91-A, also called "NH's Right to Know Law", all documents submitted as part of the response are public records after the issuance of an award, unless otherwise stated herein (Reference RFP Section 3.4).

Unimarket eSource-USNH Web-Based Bidding Tool

USNH uses a web-based bidding tool, **eSource (RFX)** hosted by Unimarket, for our solicitations.

All correspondence and responses must be transmitted through the Unimarket RFX web-based bidding tool. The response transmission must be received by the due date and time. Other delivery methods (Fax, mail, email, etc.) are not acceptable.

Responses will be opened at the time and date indicated above.

Need Unimarket Help?

- Unimarket support is available by phone or email:
Support Phone: (888) 868-5929
Support Email: support@unimarket.com
- View the Unimarket-hosted webinar on how to use eSource and eSupplier at the following link: [USNH-UM Bid Process Supplier Demonstration](#)

Respondents List or Summary of RFP Results

Please visit our web site at www.unh.edu/purchasing/bid-results.html. Results are generally made available within three (3) business days after the due date. Time frame may vary depending on the complexity and number of responses. Participants in the solicitation (those that join the Unimarket RFX) will also be able to track the status of the solicitation in the Unimarket eSource tool.

Holiday Closing:

Refer to Section 1.7 Solicitation Timeline for a listing of any holiday closings.

Inclement Weather Policy:

It is the University System of New Hampshire's policy to declare curtailed operations when the most severe weather conditions are expected or experienced. When curtailed operations are in effect, meetings will be cancelled but all other timeline dates/times will remain in effect, unless notified otherwise.

Curtailed operations status information for Keene State College is available as follows:

KSC <http://www.keene.edu/news/>

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APPENDIX A – STATEMENT OF QUALIFICATIONS (MS EXCEL FORMAT)

REQUEST FOR PROPOSAL
Guaranteed Energy Savings Contract
for
Keene State College

1. INTRODUCTION

1.1 Purpose

The University System of New Hampshire (hereafter referred to as USNH or Owner) representing Keene State College (KSC), is requesting proposals from qualified energy service companies (ESCOs) to propose energy and water conservation and efficiency measures, and innovative solutions, through a Guaranteed Energy Savings Contract. The KSC Physical Plant Department and Office of Sustainability will share technical leadership of this contract.

1.2 Contract Period

It is USNH's intent that any contract resulting from this solicitation will be for ten (10) years. However, the initial contract period will be for two (2) years with the option for four (4) two-year renewals with the mutual consent of USNH, and the Firm. The effective date for the initial contract period will be 02/01/2019 through 1/31/2021.

1.3 Contact(s)

The contact (owner's agent) for this solicitation is Deborah O'Neil. Any communication regarding this solicitation between firms and University personnel and/or evaluation committee members is prohibited, unless previously authorized by the aforementioned agent or his/her designee.

1.4 USNH Terms and Conditions

Terms and conditions are available on the USNH Procurement Services web site at www.unh.edu/purchasing/forms.html. By responding to this solicitation, the Firm acknowledges that s/he has read, understands and accepts the USNH's terms and conditions.

1.5 Department/Campus Information

Please visit the following sites for detailed information relative to all campuses mentioned in "Purpose":

Keene State College	https://www.keene.edu/
KSC Physical Plant	https://www.keene.edu/office/physicalplant/
KSC - Office of Sustainability	https://www.keene.edu/office/sustain/

1.6 Sustainability Statement

USNH strives to conduct business in a sustainable manner that balances economic priorities with environmental health and social impact and prefers to do business with companies that share our commitment to sustainability and will partner with us to further sustainability objectives. USNH endeavors to minimize the adverse life cycle effects of the products and services it utilizes, preferring to purchase items with recognized certifications and/or attributes, e.g. Energy Star™, FSC, Safer Choice and Fair Trade. Please include as part of your proposal, pertinent information in reference to any sustainable practices and products. These programs or policies can be, but are not limited to, reducing, reusing and recycling resources, disposal of organic and other solid waste, conservation efforts in regard to transportation, energy and water, disposal of hazardous waste, and/or giving back to the community.

1.7 Solicitation Timeline (actual dates may vary slightly based upon individual circumstances)

Solicitation Release	10/18/2018
Pre-Proposal Meeting (Meeting is non-mandatory but recommended)	10/31/2018 at 1:00 p.m.
Deadline for Written Questions	11/05/2018 at 12:00 p.m.
University Holiday Closing	11/12/2018 – Veteran’s Day
Issue Addendum by	11/14/2018
University Holiday Closing	11/22-11/23/2018 – Thanksgiving Break
Submittals Due	11/29/2018 at 2:00 p.m.
Finalist Interviews	Week of 01/07/2019
Award Decision by	No later than 01/23/2019
Contract Signed/Effective	02/01/2019

1.8 KSC - Background Information

Keene State College (KSC), part of the University of New Hampshire System, seeks an Energy Services Company (ESCO) partner to work collaboratively with its Sustainability, Physical Plant, and Finance teams to develop a campus-wide strategy to help KSC attain its ambitious sustainability goals. A commitment to sustainability infuses KSC at every level and is a commitment of the USNH, as well.

KSC has numerous policies and commitments that frame our ethic of sustainability, including but not limited to:

- College Mission and Values
- College Strategic Plan
- American College and University President’s Climate Commitment (now called Carbon Commitment) signatory
- Association for the Advancement of Sustainability in Higher Education (AASHE) active membership
- College-Wide Learning Outcomes on Sustainability and Well-Being

In particular, the KSC Strategic Plan calls for attaining an AASHE STARS Gold rating by 2020; the College is currently rated Silver. This next level of sustainability achievement requires a blend of conventional and innovative approaches to meet campus goals in:

- Reducing greenhouse gas emissions
- Conserving energy and water resources
- Increasing the use of renewable energy sources
- Retrofitting old buildings to maximize energy efficiency
- Emphasizing state-of-the-art high performance green building for all new construction
- Aggressively reducing waste on campus with the goal of becoming a “zero-waste” campus.

KSC has made great strides in these areas and was recognized as a national leader by the US Department of Education’s Green Ribbon Schools award in 2017. KSC also is recognized in the Princeton Review Green College’s list and Sierra Club Cool Schools rankings as a sustainability leader. Being an environmental sustainability leader is a clear commitment of KSC. A separate Strategic Plan goal emphasizes institutional sustainability and resiliency and acknowledges the importance of balancing environmental and financial concerns.

The College is looking to partner with an ESCO that understands and has proven experience with triple bottom line approaches and the inter-relationship between financial, environmental and human resiliency and sustainability. Experience with the leading edge of environmental sustainability and climate preparedness is paramount. The selected ESCO will become part of the KSC culture and must embrace the College’s values in sustainability and resiliency. The ESCO will partner with the College in the coordination and integration of its sustainability, energy, and climate preparedness objectives for the campus and support development of management plans in these areas.

2. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

2.1 Intent

Keene State College intends to select one (1) ESCO for the implementation of work, or phases of work, in accordance with New Hampshire's procurement provisions for guaranteed energy savings contracts. Plans or formal engineering specifications will not be issued as part of this solicitation.

The ESCO that is selected as the project contractor under this solicitation will be considered the prime contractor. The ESCO will be required to assume full responsibility for delivery of all services for each facility under the final contract. Further, the selected ESCO will be the sole point of contact concerning all contractual matters for the duration of the contract term.

Keene State College seeks response from firms with proven experience in contracting for a full range of energy services, energy-related improvements and innovations, and energy conservation measures (ECMs). These will support the coordination and integration of KSC's sustainability, energy, and climate preparedness management goals:

2.1.1 Greenhouse Gas Reduction:

- Reduce greenhouse gases 50% by 2030 and achieve carbon neutrality by 2050

2.1.2 Energy and Water Conservation:

- Reduce per capita electricity *and* heat load by 20% by 2020
- Water Conservation: Reduce per capita water use by 20% by 2020

2.1.3 Renewable Energy - Power Our Buildings with the Sun and Other Renewables:

- 100% renewable electricity for LLC by 2030 to meet its Architecture 2030 goal
- 100% solar power for TDS by 2030
- 50% of campus powered by renewables by 2030; 100% by 2050
- 100% renewable heat plant by 2020

2.1.4 Waste Reduction:

- 50% waste diversion rate by 2020 and qualify as a zero-waste campus by 2030

2.2 Objectives

2.2.1 All proposed approaches must be financed through a guaranteed energy savings contract. In particular, a selected ESCO will work with KSC to attain the following objectives:

2.2.1.1 A project financing strategy based on energy savings and no new capital investment

2.2.1.2 Provide comprehensive energy infrastructure analysis

2.2.1.3 Develop an integrative approach to achieving campus energy, climate preparedness, and sustainability goals

2.2.1.4 Retro-commission older campus facilities

2.2.1.5 Work with KSC to maximize on-site renewable energy generation and develop strategies to augment campus space constraints

2.2.1.6 Analyze systems to develop a campus-wide water use management plan to achieve targeted reductions

2.2.1.7 Creation of a robust measurement and verification system to monitor and communicate progress to all campus stakeholders

- 2.2.1.8 Support sustainability education at KSC through curriculum development and with funded internships and Co-Op Education that contribute to the College becoming a vibrant living-learning setting for work-force development in sustainability and energy sectors
- 2.2.1.9 Support KSC living-learning opportunities in energy and sustainability through funded student and faculty research grants
- 2.2.1.10 Help KSC develop a sustainable financing approach to ensure on-going improvements and longevity of ESCO recommendations.
- 2.2.2 The savings achieved by the project's ECMs must be sufficient to cover all project costs including maintenance and monitoring fees on an annual basis for the duration of the contract term, or the ESCO guarantees that they will cover any shortfalls from insufficient savings. The contract must provide that savings achieved in any year are guaranteed to the extent necessary to make payments under the contract during that year.
- 2.2.3 In accordance with New Hampshire legislation, no contract shall exceed twenty (20) years in duration and must comply with applicable statutes, regulations, and procurement laws.

2.3 Proposer Requirements

Firms shall respond to *at least* the following minimum requirements listed below. Failure to provide any of the requested information may result in disqualification. **Response to proposer requirements to be submitted under Tab 4. (See RFX Section 3.3 Format and Content of Proposal)**

2.3.1 Business Qualifications

- 2.3.1.1 Industry accreditation: Be an accredited member of the National Association of Energy Service Companies (NAESCO) with at least 10 years of documented experience as an ESCO. Please include your NAESCO certificate copy with your submission.
- 2.3.1.2 Business unit dedicated to performance contracting
- 2.3.1.3 Integrated approach including supply, demand, and sustainability
- 2.3.1.4 Measurement and verification capability, including communicating with stakeholders
- 2.3.1.5 Specialized experience & dedicated resources in this market
- 2.3.1.6 Proximity of local resources
- 2.3.1.7 Financial stability

2.3.2 Sustainability

- 2.3.2.1 Recognition for its commitment to and leadership in sustainability. Please identify this recognition and describe the leadership commitments.
- 2.3.2.2 A proven track record of the company's commitment to sustainability. Please include firm's goals and commitments to limit carbon emissions in company operations.
- 2.3.2.3 Identify firm's approach to measuring and reporting on its sustainability goals
- 2.3.2.4 Identify participation in national/international sustainability programs such as the Global Reporting Initiative, and any awards or other recognitions received for sustainability

- 2.3.2.5 Demonstrated experience of firm’s ESCO services that have moved a similar campus to achieve award-winning recognition for its innovation in sustainability
- 2.3.2.6 Examples of sustainability projects implemented at other educational institutions
- 2.3.2.7 Description of proposed sustainability efforts for KSC
- 2.3.3 Personnel Qualifications
 - 2.3.3.1 Professional qualifications of team assigned to this project as they relate to performance contracting, energy procurement and supply, energy management and efficiency, and sustainability and carbon emissions
 - 2.3.3.2 Demonstrated experience in using systems-thinking expertise in its project execution
 - 2.3.3.3 Ability of project team to articulate the needs of KSC stakeholders, work across Divisions, and to coordinate those needs with community stakeholders where beneficial
- 2.3.4 Project Management
 - 2.3.4.1 Life-cycle approach to project management across planning, assessment, program implementation, services, measurement and reporting
 - 2.3.4.2 Quality of approach to project management, including use of accredited professionals, discussion of corporate standards, and other ways to assure total quality management efficacy
 - 2.3.4.3 Clear assignment of responsibility for various project tasks to specific individuals
 - 2.3.4.4 Ability to effectively manage project construction and complete the project on schedule. All construction work shall meet all applicable building codes. Where required, work shall be performed by individuals licensed by the State of New Hampshire to perform such work. Construction work will require building permits as issued by the New Hampshire State Fire Marshall’s office. The contractor(s) shall be responsible for securing any required permits prior to work commencing.
 - 2.3.4.5 Experience building a culture of collaboration with college staff and faculty using regularly scheduled progress reporting
 - 2.3.4.6 Capacity to provide onsite project management and staffing (see 2.3.8)
- 2.3.5 Technical Approach

Provide a clear understanding of KSC’s desired outcomes and articulate your approach to:

 - 2.3.5.1 Client stakeholder collaboration in developing campus-wide technical solutions
 - 2.3.5.2 Accurate pre and post-savings calculations and measurement throughout the project
 - 2.3.5.3 Engineering, Procurement and Construction (EPC)
 - 2.3.5.4 Project commissioning and facility retro-commissioning
 - 2.3.5.5 Ongoing measurement & verification, maintenance and technical support
 - 2.3.5.6 Training for staff

2.3.5.7 Bringing a full range of affinity and partnership programs related to sustainability education, workforce development, student engagement, and joint marketing, such as:

- Student internships
- Co-Op style training
- Campus as a living-laboratory through research grants and other opportunities
- Curriculum development

2.3.5.8 Mobilize and support KSC in building sustainable financial funding mechanisms, such as Green Revolving Funds, well after ESCO project is complete.

2.3.6 Experience

The ESCO must have recent and proven successful experience in the following areas:

2.3.6.1 Collaborative higher education projects. Please include firm's higher education energy saving totals in dollars over the past five years, as well as any case studies that summarize those projects.

2.3.6.2 Integrated energy planning, energy supply management, and sustainability consulting services, and be able to demonstrate successful deployment of these services broadly, including for similar customers

2.3.6.3 Workforce development activities within the campus and into the community, specifically:

- Describe design and implementation of successful student internships, co-op employment/training in sustainability and energy management
- Curriculum development for new certificate programs and other academic programs in energy management
- Approach to providing funded research for at least five distinct on-campus sustainability and energy projects emphasizing faculty, staff and student partnerships.

2.3.6.4 Partnerships that maximize innovative financing strategies to fund energy and sustainability projects.

2.3.6.5 Integrated and cloud-based energy management system with functionality across energy supply, demand and sustainability

2.3.6.6 Meeting and demonstrating savings guarantees

2.3.6.7 Project reporting, including data on projecting, monitoring, and documenting (measurement and verification will be essential) utility savings and achievement of projected savings

2.3.6.8 Sustainability design and management including strategy, assessment, facility certification and performance monitoring. Firm must have supported greenhouse gas inventories and AASHE STARS Reporting.

2.3.6.9 Capacity and willingness to collaborate with KSC's team in a professional, congenial, and fun manner

NOTE: Firm must demonstrate this experience through descriptive narrative and by providing references from prior projects of a comparable nature performed on a performance contracting basis. Include similar projects in the last 5-8 years.

- 2.3.7 Financial
 - 2.3.7.1 Demonstration of ability to self-finance work
 - 2.3.7.2 Demonstration of internal resources dedicated to assisting with and/or providing project finance, and how applicant will work with finance staff both on campus, and when necessary, with the University System of New Hampshire
 - 2.3.7.3 Demonstration of experience with traditional finance and industry knowledge to innovative finance models or sources of funding, including incentives (e.g., State RECs and utility rebates)
 - 2.3.7.4 Demonstration of capacity to provide funded student internships and research grants for faculty, staff and students
- 2.3.8 Location and Resources
 - 2.3.7.1 KSC is interested in partnering with a firm that has established operations within 200 miles of Keene State College, offering a full-time, on-site supervisor to coordinate and collaborate with the KSC project team.
 - 2.3.7.2 Firm should be equipped with sufficient on-site resources for engineering/technical support and the delivery of 24-hour emergency repair services for the term of the program.

2.4 Technical Requirements & Design Phase

- 2.4.1 Once the ESCO is selected, it will be required to provide the following: all energy audits; feasibility studies, engineering, design, plans and specifications; data reporting as needed by KSC for the institutions reporting needs (e.g., GHGI, AASHE STARS, Sightlines) and other deliverables outlined here and in the final work plan and contract.
- 2.4.2 KSC reserves the right of final approval of any selected equipment or modifications proposed. Only prior reviewed and approved equipment and modifications will be permitted. Review and approval shall be conducted by KSC in a timely manner.
- 2.4.3 The ESCO will be required to work with current KSC staff to coordinate all proposed projects.
- 2.4.4 ESCO must provide two (2) complete sets of reproducible documentation: "as built" and record drawings of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural (if applicable), mechanical, electrical, structural, and control drawings and operating manuals to be submitted within 30 days of the completed installation.

2.5 Contractual Provisions

- 2.5.1 KSC reserves the right of final approval over the scope of work and all end-use conditions.
- 2.5.2 KSC reserves its right to implement the work in a single phase, multiple phases of work, or not at all.
- 2.5.3 The contents of the ESCO's final technical proposal shall become part of the final contract.
- 2.5.4 All construction documentation defined as "as built" shall become the property of KSC
- 2.5.5 The ESCO must secure all necessary licenses and permits and comply with all Federal and State laws with respect to this project. All work completed under this contract must be in compliance with all building codes and appropriate accreditation, certification and licensing standards. All drawings will be stamped by a New Hampshire licensed engineer.
- 2.5.6 ESCO's will be required to guarantee energy and cost savings on an annual basis. Annual reconciliation of the achieved savings will be required.

3. SOLICITATION PROCESS INSTRUCTIONS/INFORMATION

3.1 Overview of Solicitation Process/Timeline

3.1.1 **Solicitation Release.** The solicitation is available in the Unimarket tool and on the web at <http://www.unh.edu/purchasing/bid-docs.html>.

3.1.2 A non-mandatory pre-proposal meeting is scheduled at Keene State College's Joslin House, at the date/time specified in Section 1.7. The meeting is non-mandatory but recommended.

Interested firms are asked to register for the pre-proposal meeting in writing through the Unimarket Supplier Messages tab, by sending a message stating your firm will attend. (Firms will need to "JOIN" the process to access the Messages tab.)

A KSC Campus map is accessible at the following link: <https://www.keene.edu/campus/maps/college/>

3.1.3 **Questions (Unimarket Supplier Messages).** All questions concerning this solicitation must be submitted in writing in **Unimarket (RFX Messages tab)**. All questions must be received by the Deadline for Questions (stated in Section 1.7). Questions received after the deadline will not be answered.

3.1.3.1 Questions will be answered via written addenda posted in the Unimarket tool under the Attachments tab.

3.1.3.2 It is the responsibility of the Respondent to verify that s/he has reviewed all addenda and other required documentation.

3.1.4 Responses are due by the date/time specified in Section 1.7. Responses will be opened at that time. Late responses will not be considered.

3.1.5 All responses will be reviewed and evaluated by the evaluation committee, which will consist of members from KSC and USNH Procurement Services.

3.1.6 Finalists may be asked to come to KSC to discuss their responses further with the evaluation committee. The evaluation committee will decide if such presentations are necessary. If presentations are necessary they will take place according to the schedule in Section 1.7.

3.1.7 The evaluation committee shall make its selection by the date listed in Section 1.7.

3.1.8 It is expected that a contract will be signed and become effective by the date listed in Section 1.7 or another mutually agreeable date.

3.2 General Instructions

3.2.1 Contact with or visitation with personnel at any campus regarding this solicitation may not be made by the Firm's personnel without the prior approval of the USNH Agent/Manager or his/her designee.

3.2.2 Any oral information received from the evaluation committee or any other USNH personnel will not alter or change this solicitation.

3.2.3 Responses shall be transmitted electronically through Unimarket (eSource tool). The transmission must be received by the due date and time.

3.2.4 By responding to this solicitation the Firm acknowledges that s/he has read and understands the information contained within this solicitation and has taken the contents into account in the preparation of the response.

3.2.5 The cost for developing a response shall be absorbed by the Firm.

- 3.2.6 USNH considers all terms and conditions to be accepted unconditionally by a Firm unless written exceptions are made to specific clauses of this solicitation. Such exceptions may, however, be used as a basis for rejection of a response.
- 3.2.7 Failure of a Firm to follow the instructions of this solicitation may result in rejection of the Firm's response.
- 3.2.8 The Firm certifies, by submitting a response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Firm cannot certify this statement, attach a written explanation for review by the USNH.
- 3.2.9 In the case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

3.3 Format & Contents of Proposal

- 3.3.1 Responses should address all sections of this solicitation. The response must be in sufficient detail to allow the evaluation committee the ability to evaluate the submission. **Please limit your submittal to 50 pages.** Submissions must follow the same sequence and numbering scheme used in this request for proposal.
- 3.3.2 Provide the following information in a single PDF document (*unless otherwise noted*) with bookmarks to indicate Tab # and Title. Information should be submitted as an attachment (s) on the Quote Tab in the Unimarket eSource tool. NOTE: Attachments must not exceed 50 MB/each and are subject to a 2-minute timeframe on internet browser connection:

Tab 1 Cover Sheet. Clearly identify the Firm submitting the response.

Tab 2 Executive Summary. (i.e. cover letter) signed by an authorized officer (no more than three pages).

Tab 3 Staffing & Organization. Provide a description of the Firm's organization and staffing including the names and titles of all personnel who would be assigned to the contract.

Tab 4 Detailed Plan. Provide a detailed plan for fulfilling the contract. Include a description of what your Firm views as its responsibilities as well as a complete pricing structure for products and/or services to be provided. If applicable, additional pricing information should also be included in this tab section.

Include in this section:

- Thorough description of the Firm's approach to financing
- Include response to Section 2.3 Proposer Requirements under this tab

Tab 5 Owner Requirements. If applicable; provide complete information for any services, information, equipment, or space to be provided by Owner.

Tab 6 Client References. Provide at least five references where your firm has provided a similar scope of services (preferably in higher education). For each reference, include company name, address, telephone number, fax number, email address, primary contact, and description of services provided for these clients.

NOTE: The Respondent certifies that it is empowered to use the names of references it provides and agrees that the USNH may contact these references.

Tab 7 Other Information. Provide any other information, which your Firm may choose to reveal to the evaluation committee.

Tab 8 Statement of Qualification. Complete in its entirety. (Appendix A – Statement of Qualifications - Submit in MS Excel format).

Tab 9 Sample Contract. If applicable, provide a sample contract.

Tab 10 Financial Statements. Acknowledgement that your firm is willing to comply with the following:

Financial statements are not required to be submitted with your response. However, prior to an award, the University may request financial statements from your firm, and/or credit reports or letters from your bank and/or suppliers. If requested, and your firm does not comply with the request, this may be grounds for rejection of your response.

Financial statements are considered confidential by the USNH. They will be destroyed when said documents are no longer required.

3.3.3 Unimarket Supplier Registration (Company Profile & Tax Profile)

USNH uses an automated E-Procurement, E-Sourcing, and Supplier Registration system hosted by Unimarket. This system processes electronic bids, orders and payments. Your firm may have already utilized the E-Procurement or E-Sourcing module. To fully capture the efficiencies provided by this system, firms submitting a proposal must now complete the online supplier registration which includes a Company Profile and a Tax Profile (W9 or W8-BEN forms).

Unimarket support is available by phone or email:

Support Phone: (888) 868-5929

Support Email: support@unimarket.com

3.4 Public Records: Applicability of the New Hampshire Right to Know Law, RSA 91-A

3.4.1 Subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, prior to the issuance of an award the evaluation committee shall treat all proposals received as confidential. After the issuance of an award all proposals shall be public records. If no award is issued and the solicitation is cancelled without intention of reissuance, all proposals shall be public at the time of cancellation. If no award is issued and USNH intends to reissue the solicitation, all proposals shall be confidential until the award is issued or the subsequent solicitation is cancelled without intention of reissuance.

3.4.2 Also, subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, the working papers and any other records of the discussions or deliberations of the evaluation committee or any of its members shall be treated as confidential and entitled to either or both of the specific exemptions from public access provided for in RSA 91-A:5, VIII and IX.

3.4.3 Applying labels to documents such as “confidential” will not keep them from becoming public records as described in the preceding sections or otherwise affect the application and operation of the New Hampshire Right to Know Law, RSA 91-A.”

3.5 Evaluation Committee Rights/Rules of Conduct

3.5.1 The evaluation committee expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this request for proposal, to decide whether a proposal does or does not substantially comply with the requirements of this request for proposal, to be the final judge as to which is the best overall proposal, and to award a contract to the Firm whose proposal it considers to be in the best interest to USNH.

3.5.2 The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to USNH.

3.5.3 In the event that the awarded Firm refuses to enter into a contract, his/her proposal will be rejected.

- 3.5.4 The evaluation committee will evaluate all proposals against the evaluation criteria listed in this request for proposal and determine which Firm will best meet the needs of USNH.
- 3.5.5 In the event that a contract acceptable to the committee cannot be executed with the top Firm, the committee may eliminate that Firm from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Firm next preferred among the Firms who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.
- 3.5.6 USNH reserves the right to negotiate simultaneously with more than one Firm.

3.6 Evaluation Criteria

- 3.6.1 Firms will be evaluated based on the completeness of the information provided in this RFP, especially Section 2.3. In particular, KSC's priority evaluation criteria will be based on, but not necessarily limited to the following factors :
1. Financial stability and ability of Firm to fulfill the contract. Firm must demonstrate its capacity to support, develop and fund innovative financing for the length of the project
 2. Demonstrated technical expertise: Response to Section 2. Scope of Work/Technical Specifications
 3. Ability to deliver service in as short a time as possible with the emphasis of ensuring KSC attains its Sustainability Goals deadlines and the Strategic Plan Objective of STARS GOLD by 2020
 4. References from other companies/institutions (particularly those in higher education) for which your Firm has provided similar programs
 5. Proven commitment to sustainability and energy efficiency
 6. Track record of cross campus collaboration engaging staff, faculty and students for problem solving
 7. Capacity to support academic initiatives as outlined in 2.3.5
 8. Competitiveness and stability of pricing
 9. Approach to measurement and verification, including communication to stakeholders
 10. Conformance of response to instructions for format and contents of the solicitation
- 3.6.2 Negative findings or judgments on the basis of any one of the above criteria may result in elimination of a given response from further consideration.

4. INSTRUCTIONS TO SUCCESSFUL FIRM(S) FOR EXECUTION OF A CONTRACT

4.1 Contract

- 4.1.1 The contact (owner's agent) listed in Section 1.3 will work with the selected Firm's representative(s) to develop a mutually agreeable contract.
- 4.1.2 All terms and conditions (section 1.4) will be taken into consideration when developing the contract as will the specific tasks and deliverables outlined in Section 2, Scope of Work/Technical Specifications.

4.2 Contract Terms and Conditions

4.2.1 Firm shall guarantee their pricing structure for a specific period of time. If pricing changes, Firm must request increase in writing, and increase must be approved by USNH, in writing, with a minimum of thirty (30) days' notice.

4.2.2 Extensions

The intent to renew or not to renew the contract by either party shall be filed in writing with the Owner's Agent by October 1 of the current contract year for the succeeding contract year. The Owner's Agent is to be advised if that is not possible.

4.2.3 It is USNH's intent that the required negotiation and approvals for any extension will be completed by November 1 of the current contract year for the succeeding contract year. The Owner's Agent will represent USNH during negotiations.

4.3 Contract Termination/Cancellation

4.3.1 The Owner may without prejudice to any right or remedy, and after giving the Firm and its sureties written notice, terminate the contract forthwith if any of the following conditions exist:

4.3.1.1 If the Firm should be adjudged bankrupt;

4.3.1.2 If the Firm shall make a general assignment for the benefit of its creditors, or a receiver should be appointed over the property;

4.3.1.3 If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,

4.3.1.4 If this contract or any part hereof shall be subcontracted without previous written consent of USNH and the Owner.

4.3.2 The Owner reserves the right to cancel the contract awarded to the Firm, if in the USNH's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract performance thereunder is deemed to be unsatisfactory, the USNH shall so notify the Firm and demand that the Firm shall correct such unsatisfactory conditions immediately but not more than ten (10) days from such notification. If such corrections are not made within the allotted time period, KSC may terminate the contract within thirty (30) days of the initial notification date.

4.3.3 The contract will automatically terminate at the end of the initial contract period unless both parties agree to a renegotiated optional extension as stated in Section 1.2.

4.3.4 Either party may without prejudice to any right or remedy, and after giving the other party thirty (30) calendar days written notice, terminate the contract.

4.4 USNH's Rights and Responsibilities

4.4.1 USNH reserves the right to audit those financial records of the Firm, which pertain to the contract at KSC.

4.4.2 USNH reserves the right not to enter into a contract if, after reviewing all responses received, it is determined such a contract would not be in the best interest of the USNH.

4.4.3 USNH intends to meet contractual obligations and to treat all Firms fairly.

4.5 Firm's Rights and Responsibilities

- 4.5.1 The Firm agrees to maintain records arising from the operation of this contract for a period of two (2) years following its termination or expiration date, unless permission to the contrary is given by the USNH in writing. The Firm agrees to provide access to its accounting information pertaining to this USNH contract in the event an audit is requested.
- 4.5.2 Cary Gaunt and Diana Duffy will be the designated representatives for this contract and shall be the official operational contacts for the Firm. Questions of conduct, methods, quantity, quality, scheduling, etc. are to be directed to these individuals during the term of the contract.
- 4.5.3 The Firm will be responsible for purchasing merchandise and services and executing contracts in its own name and at its own cost and expense and on its own credit.

4.6 Rights Afforded To Both Parties

- 4.6.1 Awarded firm shall indemnify and hold harmless the USNH and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.
- 4.6.2 If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the University/College shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- 4.6.3 The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect. Any litigation related to this agreement will be brought and maintained in courts within the State of New Hampshire.
- 4.6.4 Neither party may assign this contract without the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the Firm may assign this contract with the consent of Owner to any subsidiary or affiliate of the Firm or any corporation into which the Firm or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the Firm shall during the term hereof remain liable for its obligation hereunder.

4.7 Insurance Requirements

Within ten (10) business days after the Owner mails, emails, sends a fax transmission or delivers a Notice of Acceptance, Agreement or Purchase Order, or prior to beginning work on campus, whichever is sooner, the successful Firm shall deliver to the Owner the Certificate of Insurance as specified in the USNH Insurance Requirements, available at the following web site: <http://www.unh.edu/purchasing/forms.html> in the Other Forms section.

4.8 Payment Bond and Performance Bond - Required

- 4.8.1 Within ten (10) business days after the Owner mails, sends a fax transmission or delivers a notice of acceptance, agreement or purchase order, or prior to beginning work on campus, whichever is sooner, the successful Firm shall deliver to the Owner executed performance and payment bonds, each in the amount of one hundred percent (100%) of the entire contract, as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials on connection therewith. The bonds shall be drawn and have a surety company acceptable to the Owner. The bonds shall be worded exactly like the bonds contained in these documents. In lieu of performance and payment bonds, a letter of irrevocable credit valued at one hundred percent (100%) of the contract, on a form acceptable to the Owner and backed by a financial institution acceptable to the Owner will be considered.

- 4.8.2 The bonds shall be signed and sealed in the correct corporate, partnership, or individual name by a duly authorized officer, partner, individual, agent, or attorney-in-fact. The executed bonds shall be accompanied by (a) appropriate acknowledgements of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificates of authority when bonds are executed by agent, officer, or other representative of Firm or surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other Certificate of Authority of its agent, officer, partner, individual or representative was issued.
- 4.8.3 The Performance Bond, Document 00610, and Payment Bond, Document 00620, are available at the following web site: <http://www.unh.edu/purchasing/forms.html> in the Construction Forms section.

4.9 Mediation

- 4.9.1 In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this Agreement may be settled by mediation in the State of New Hampshire in accord with such procedures as may be acceptable to the parties.
- 4.9.2 If the dispute has not been resolved through mediation within thirty (30) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.
- 4.9.3 In the event of any mediation or litigation arising under this Agreement, each party shall be responsible for its own costs and expenses arising therefrom, including any and all attorney's fees. Neither party shall seek reimbursement from the other party.