

CONTRACT USER GUIDE
ENERGY MANAGEMENT CONSULTING SERVICES
MASTER PRICE AGREEMENT #488
BID SOLICITATION # RFP #7478367
CONTRACT TERM 7/1/2014 – 6/30/2017

CONTRACT SUMMARY:

The original intent of this Master Price Agreement (MPA) was to establish a Qualified Vendor List to conduct energy audits in school buildings to identify potential efficiencies and energy savings. The MPA was expanded to include all state and local government facilities. The audit will consist of a general review and analysis of the overall state of the facility pertaining to energy usage, HVAC systems, energy management control systems, lighting, production processes and equipment.

Additionally, consideration may be given to effectiveness of windows, insulation, or other weatherization opportunities. Audits will include an analysis of the facility's energy usage and costs and compare to other gas and electric utility rate tariffs. The audit will include an EPA Portfolio Manager run for all facilities.

Selected vendors will prepare reports and recommendations and conduct training workshops as outlined in RFP #7478367.

PROPOSALS WERE RECEIVED FROM TWENTY-ONE (21) VENDORS.

SIX VENDORS ARE INCLUDED ON THIS MPA; HOWEVER, THE STATE RESERVES THE RIGHT TO ADD ADDITIONAL VENDORS AS NEEDED.

Vendors are listed according to their total score in the Technical/Cost Evaluation.

Noresco LLC

Contact Name: John DiModica
Tel: (617) 542-8567, ext. 3611
Cell: (508) 614-8697
Email: jdimodica@noresco.com

Stephen Turner, Inc.

Contact Name: Stephen Turner
Tel: (401) 273-1935
Email: Stephen@sturnerinc.com

ENE Systems, Inc.

Contact Name: Paul Murphy
Tel: (781) 710-1666
Email: pmurphy@enesystems.com

Aramark Management Services LP

Contact Name: John Mikullitz
Tel: (203) 245-9600, ext. 224
Email: mikullitz-john@aramark.com

The JAED Corporation

Contact Name: Brian Zigmond
Tel: (401) 648-0884
Email: zigmondb@studiojaed.com

CHA Consulting, Inc.

Contact Name: Michael Tsakaloyannis, CEM
Tel: (518) 453-8772
Email: mtsakaloyannis@chacompanies.com

WHO CAN USE THIS CONTRACT:

All state agencies as well as other political subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSTRUCTIONS FOR USE BY STATE AGENCIES:

State agencies will obtain a minimum of three written quotes for a lump sum fixed-fee for a specific project. Requests for quotation should include a clear description of the project, its size, complexity, time schedule and any special requirements.

The Division of Purchases recommends lowest responsive, responsible bidder; however, if an agency does not select the low bidder, the agency must prepare a written justification to the Division of Purchases and receive approval from the Division prior to proceeding with the project.

There is a \$50,000 cap for any specific project. Projects expected to exceed this amount are subject to prior written approval by the Division of Purchases.

When a vendor has been selected, please send the following documents to the Division of Purchases:

- A Zero Dollar Requisition to include project amount as a text attachment internal to the requisition
- Scope of Work
- Three responsive quotes
- Memorandum signed by Agency summarizing responses and recommending vendor
- Copy of signed project agreement

FOR RHODE ISLAND SCHOOLS

Questions about this master price agreement should be addressed to:

Joseph DaSilva

Rhode Island Department of Education

(401) 222-4294

Joseph.dasilva@ride.ri.gov

Division of Purchases Contact:

Gail Walsh, Chief Buyer

(401) 574-8122

Gail.walsh@purchasing.ri.gov



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ENE SYSTEMS INC
 480 NEPONSET ST
 STE 11 D
 CANTON, MA 02021
 United States

MPA-488 - ENERGY MANAGEMENT
 CONSULTING SERVICES (RIDE)

Award Number
 3383576

Effective Period:
 01-JUL-14 - 30-JUN-17

S H I P P I N G	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 08-JUL-14 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor # 11302	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	
Line	Item	Item Description	Unit Price

		MASTER PRICE AGREEMENT #488 CONTRACT TERM: 7/1/14 - 6/30/17 PROVIDE ENERGY MANAGEMENT CONSULTING SERVICES IN ACCORDANCE WITH THE PROVISIONS OF RFP #7478367 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE. VENDOR PRICING IS ATTACHED. UNDER THE MPA #488, SERVICES MAY BE PROVIDED TO ALL STATE AGENCIES, CITIES, TOWNS, SCHOOLS, AND QUASI-PUBLIC AGENCIES, AS AUTHORIZED BY LAW. FOR RHODE ISLAND SCHOOLS: QUESTIONS ABOUT THIS MASTER PRICE AGREEMENT SHOULD BE ADDRESSED TO: JOSEPH DaSILVA RHODE ISLAND DEPARTMENT OF EDUCATION 401-222-4294 JOSEPH.DASILVA@RIDE.RI.GOV SUPPLIER CONTACT: PAUL MURPHY 781-710-1666 PMURPHY@ENESYSTEMS.COM		
1		MPA-488 - 7/1/14-6/30/15 - PROJECT DEVELOPMENT (CEM)	Hour	130
2		MPA-488 - 7/1/14-6/30/15 - SENIOR ENERGY ENGINEER (PE)	Hour	155

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



Notice of Blanket Purchase Agreement

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 ONE CAPITOL HILL
 PROVIDENCE RI 02908

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				Unit	Unit Price

3		MPA-488 - 7/1/14-6/30/15 - ENGINEERING SUPPORT	Hour	92
4		MPA-488 - 7/1/14-6/30/15 - HVAC TRAINING SPECIALIST	Hour	120
5		MPA-488 - 7/1/14-6/30/15 - MARKETING PROFESSIONAL	Hour	78
6		MPA-488 - 7/1/14-6/30/15 - PROJECT DEVELOPMENT CONSULTANT I (AIA)	Hour	119
7		MPA-488 - 7/1/14-6/30/15 - PROJECT DEVELOPMENT CONSULTANT II (CEM)	Hour	156
8		MPA-488 - 7/1/14-6/30/15 - ENERGY MODELING CONSULTANT (TRANE TRACE OR CARRIER HAP)	Hour	94
9		MPA-488 - 7/1/15-6/30/16 - PROJECT DEVELOPMENT (CEM)	Hour	132
10		MPA-488 - 7/1/15-6/30/16 - SENIOR ENERGY ENGINEER (PE)	Hour	157
11		MPA-488 - 7/1/15-6/30/16 - ENGINEERING SUPPORT	Hour	93
12		MPA-488 - 7/1/15-6/30/16 - HVAC TRAINING SPECIALIST	Hour	122
13		MPA-488 - 7/1/15-6/30/16 - MARKETING PROFESSIONAL	Hour	79
14		MPA-488 - 7/1/15-6/30/16 - PROJECT DEVELOPMENT CONSULTANT I (AIA)	Hour	121
15		MPA-488 - 7/1/15-6/30/16 - PROJECT DEVELOPMENT CONSULTANT II (CEM)	Hour	159
16		MPA-488 - 7/1/15-6/30/16 - ENERGY MODELING CONSULTANT (TRANE TRACE OR CARRIER HAP)	Hour	95
17		MPA-488 - 7/1/16-6/30/17 - PROJECT DEVELOPMENT (CEM)	Hour	134
18		MPA-488 - 7/1/16-6/30/17 - SENIOR ENERGY ENGINEER (PE)	Hour	160
19		MPA-488 - 7/1/16-6/30/17 - ENGINEERING SUPPORT	Hour	94
20		MPA-488 - 7/1/16-6/30/17 - HVAC TRAINING SPECIALIST	Hour	123
21		MPA-488 - 7/1/16-6/30/17 - MARKETING PROFESSIONAL	Hour	80
22		MPA-488 - 7/1/16-6/30/17 - PROJECT DEVELOPMENT CONSULTANT I (AIA)	Hour	122
23		MPA-488 - 7/1/16-6/30/17 - PROJECT DEVELOPMENT CONSULTANT II (CEM)	Hour	161

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Line	Item	Item Description	Unit	Unit Price

24		MPA-488 - 7/1/16-6/30/17 - ENERGY MODELING CONSULTANT (TRANE TRACE OR CARRIER HAP)	Hour	97
25		MPA-488 - 7/1/14-6/30/17 - PROGRAM MARKETING / TRAINING MATERIALS - + 5%	Each	1
26		MPA-488 - 7/1/14-6/30/17 - REPROGRAPHICS - + 5%	Each	1
27		MPA-488 - 7/1/14-6/30/17 - TRAVEL EXPENSES - NO CHARGE	Each	1
28		MPA-488 - 7/1/14-6/30/17 - SHIPPING (DOCUMENTS - GROUND) - + 5%	Each	1
29		MPA-488 - 7/1/14-6/30/17 - TRAINING FACILITY - + 5%	Each	1

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CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Budget Detail Sheets

Budget Detail Sheet

Fiscal Year: 2 (12 Months) September 1, 2014 - June 30, 2015

SALARY AND FRINGE BENEFIT DETAIL

NAME	POSITION TITLE	HOURLY RATE WITH FRINGE (\$)
TBA	Project Development (CEM)	\$130
TBA	Senior Energy Engineer (PE)	\$155
TBA	Engineering Support	\$92
TBA	HVAC Training Specialist	\$120
TBA	Marketing Professional	\$78
TOTAL REQUEST		

DETAIL OF CONSULTANT

NAME	POSITION TITLE	HOURLY RATE
TBA	Project Development Consultant I (AIA)	\$119
TBA	Project Development Consultant II (CEM)	\$156
TBA	Energy Modeling Consultant (Trane Trace or Carrier HAP)	\$94
TOTAL REQUEST		

EXPLANATION OF OTHER EXPENSES (i.e. travel, printing, office supplies, educational materials, and equipment)

EXPENSE CATEGORY	DESCRIPTION	COST
Program Marketing / Training Materials	Posters, Flyers, Program Material & Printing (Actual Cost + %)	+5%
Reprographics	Reproduction of Drawings, plans and specification.... (Actual Cost + %)	+5%
Travel Expenses	Vehicle travel only (Fed Reimb. Rate)	No-charge
Shipping (Documents - Ground)	Shipping (Actual Cost + %)	+5%
Training Facility	Canton MA Training Facility	+5%

Budget Detail Sheets

Budget Detail Sheet

Fiscal Year: 3 (12 Months) September 1, 2015 - June 30, 2016

SALARY AND FRINGE BENEFIT DETAIL

NAME	POSITION TITLE	HOURLY RATE WITH FRINGE (\$)
TBA	Project Development (CEM)	\$132
TBA	Senior Energy Engineer (PE)	\$157
TBA	Engineering Support	\$93
TBA	HVAC Training Specialist	\$122
TBA	Marketing Professional	\$79
TOTAL REQUEST		

DETAIL OF CONSULTANT

NAME	POSITION TITLE	HOURLY RATE
TBA	Project Development Consultant I (AIA)	\$121
TBA	Project Development Consultant II (CEM)	\$159
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Shipping (Documents - Ground)	Shipping (Actual Cost + %)	+5%
Training Facility	Canton MA Training Facility	+5%

Budget Detail Sheets

Budget Detail Sheet

Fiscal Year: 4 (12 Months) September 1, 2016 - June 30, 2017 OPTIONAL

SALARY AND FRINGE BENEFIT DETAIL

NAME	POSITION TITLE	HOURLY RATE WITH FRINGE (\$)
TBA	Project Development (CEM)	\$134
TBA	Senior Energy Engineer (PE)	\$160
TBA	Engineering Support	\$94
TBA	HVAC Training Specialist	\$123
TBA	Marketing Professional	\$80
TOTAL REQUEST		

DETAIL OF CONSULTANT

NAME	POSITION TITLE	HOURLY RATE
TBA	Project Development Consultant I (AIA)	\$122
TBA	Project Development Consultant II (CEM)	\$161
TBA	Energy Modeling Consultant (Trane Trace or Carrier HAP)	\$97
TOTAL REQUEST		

EXPLANATION OF OTHER EXPENSES (i.e. travel, printing, office supplies, educational materials, and equipment)

EXPENSE CATEGORY	DESCRIPTION	COST
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Reprographics	Reproduction of Drawings, plans and specification... (Actual Cost + %)	+5%
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Budget Detail Sheets**Budget Detail Sheet****Fiscal Year: 2 (12 Months) September 1, 2014 - June 30, 2015****SALARY AND FRINGE BENEFIT DETAIL**

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TOTAL REQUEST		

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Training Facility	Canton MA Training Facility	+5%

Budget Detail Sheets

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Training Facility	Canton MA Training Facility	+5%

Budget Detail Sheets

Budget Detail Sheet

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