

DAVID Y. IGE
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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

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January 19, 2016

TO: Executive Departments/Agencies City and County of Honolulu
(Excludes University of Hawaii) Honolulu Board of Water Supply
Department of Education County of Hawaii
(Excludes Charter Schools) County of Hawaii-Department of Water Supply
Hawaii Health Systems Corporation County of Maui
(Excludes Regional System Boards and Hospitals) County of Kauai
Office of Hawaiian Affairs Kauai County Council
Judiciary County of Kauai-Department of Water

FROM: Sarah Allen, Administrator

SUBJECT: **Change No. 6**
SPO Vendor List Contract No. 12-11
ENERGY SAVINGS PERFORMANCE CONTRACTING (ESPC) - STATEWIDE
RFP-12-005-SW
Expires: March 31, 2017

The following changes have been made to the price list contract:

1. Ameresco/Pacific Energy JV is removed from this vendor list contract.
2. The *Compliance* section on page 11 is replaced with:

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Vendor List Contract No. 12-11, but the SPO shall not monitor compliance throughout the term of performance. Therefore, purchasing agencies are required to verify compliance prior to issuing a contract, purchase order or pCard payment when utilizing this contract.

The current price list contract incorporating Change No. 6 is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Stanton Mato at (808) 586-0566 or email stanton.d.mato@hawaii.gov.

**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Vendor List Contract No. 12-11
Replaces SPO Vendor List Contract No. 09-01
Includes Change No. 6
Effective 01/14/2016

ENERGY SAVINGS PERFORMANCE CONTRACTING (ESPC)-STATEWIDE

(RFP-12-005-SW)

April 1, 2012 to March 31, 2016

PARTICIPATING JURISDICTIONS listed below have signed a cooperative agreement with the SPO and are authorized to utilize this vendor list contract.

Executive Departments/Agencies (Excludes UH)	City and County of Honolulu (C&C Honolulu) Honolulu Board of Water Supply
Department of Education (DOE) (Excludes Charter Schools)	County of Hawaii County of Hawaii-Department of Water Supply
Hawaii Health Systems Corporation HHSC (Excludes Regional System Boards and Hospitals)	County of Maui County of Kauai Kauai County Council
OHA Judiciary	County of Kauai-Department of Water

The participating jurisdictions are not required but may purchase from this vendor list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors; however, HRS chapter 103D and the procurement rules apply to purchases using the applicable procurement method and its procedures, such as small purchases or competitive sealed bidding or competitive sealed proposals. The decision to use this contract or to solicit pricing from other sources is at the discretion of the participating jurisdiction.

POINT OF CONTACT. Questions regarding how to use this vendor list contract should be directed to Chris Kiminaka, DAGS - Public Works Division at (808) 586-0499.

Questions regarding which jurisdiction can utilize this SPO vendor list contract and project status reporting should be directed to Stanton Mato, SPO at (808) 586-0566.

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Telephone	Fax	E-Mail
Executive (Excludes UH)	Stanton Mato	586-0566	586-0570	stanton.d.mato@hawaii.gov
DOE (Excludes Charter Schools)	Procurement Staff	675-0130	675-0133	doeprocure@notes.k12.hi.us
HHSC (Excludes Regional System Boards and Hospitals)	Joe Evanoff	733-4168	733-4460	jevanoff@hhsc.org
OHA	Phyllis Ono- Evangelista	594-1833	594-1865	phylliso@oha.org

Jurisdiction	Name	Telephone	Fax	E-Mail
Judiciary	Tritia Cruz	538-5805	538-5802	tricia.l.cruz@courts.hawaii.gov
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov
Honolulu Board of Water Supply	Vicky Kitajima	748-5151	550-9193	vkitajima@hwbs.org
County of Hawaii	Jeffrey Dansdill	961-8440	961-8248	jdansdill@co.hawaii.hi.us
Hawaii Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 x224	961-8657	kmatsumoto@hawaiidws.org
County of Maui	Greg King	249-2403 x30	249-0839	greg.king@co.maui.hi.us
County of Kauai	Florence Kakuda	241-4294	241-6297	fkakuda@kauai.gov
Kauai County Council	Lisa Ishibashi Soctt Sato	241-4820 241-4810	241-6349 241-6349	lishibashi@kauai.gov ssato@kauai.gov
Kauai Department of Water	Fay Tateishi	245-5423	245-5813	ftateishi@kauaiwater.org

PRE-QUALIFIED Energy Service Company (ESCO):

- AECOM Technical Services, Inc.
- Honeywell International Inc.
- Johnson Controls Inc.
- Noresco LLC
- OpTerra Energy Services, Inc.

BACKGROUND AND PURPOSE OF THE VENDOR LIST CONTRACT

A request for proposals was issued to solicit interested Energy Service Companies (ESCOs) to submit their qualifications-based information for consideration. The primary intent of this selection process is to:

1. Increase the number of successful *energy savings performance contracts* (ESPC) statewide, as a means to implement comprehensive energy-efficiency projects in existing State or County facilities that would otherwise be cost-prohibitive;
2. Provide *State or County agencies* (Agencies) the opportunity to procure services of qualified ESCOs in a timely and cost-effective way;
3. Ensure minimum qualifications of ESCO's to implement successful ESPC projects; and
4. Offer all qualified ESCOs the opportunity of equal access to work generated by the agencies.

Pre-qualified ESCOs are eligible to participate in a secondary solicitation process, the *Invitation For Proposals* (IFP), that will result in the agencies entering into an *Investment Grade Audit* (IGA) contract with one (1) selected ESCO for development of an IGA report that contains proposed energy conservation measures (ECMs) with ESCO performance guarantees for a maximum project cost. Thereafter, the final IGA report findings and determinations may be the basis for a subsequent *Guaranteed Energy Savings* (GES) contract with the selected ESCO for implementation of approved ECMs under design-build coordination.

ESPC will enable facility owners to accomplish energy efficiency and energy conservation goals by primarily paying for ECMs conducted under ESPC projects through the facility owner's annual energy savings cash flow model that will result from ESCOs guaranteed energy savings GES tied to implementation of approved ECMs. However, this should not be construed to limit

the State or county agency's flexibility in financing their ESPC project, such as use of bonds, operating funds, Federal funds, etc.

Enabling statutory authority for energy performance contracting can be found in Hawaii Revised Statutes (HRS) chapters 36 (§36-41) and 196. For information on use of financing agreements review requirements of HRS chapter 37D.

ESPAC PROJECT STATUS REPORTS. Agencies are required to submit an on-going ESPC project status report via email to stanton.d.mato@hawaii.gov at the SPO. Report 1 through 4 shall be submitted to the SPO in sequence when all the applicable bullet points are completed within each report. The email is titled, *ESPAC PROJECT STATUS REPORT – AGENCY NAME & PROJECT ID#*.

Report #1: [Facility Owner Information] When an agency decides to utilize the *SPO Vendor List Contract No. 12-11* (VL#12-11), the agency shall submit Report #1 via email to the SPO with the following information:

- Department/Division
- Contact Name, Phone Number and Email Address
- ESPAC Project Title and Project Identification Number
- List which market sector(s) are being utilized, including the general scope of work for each market sector listed.
- List of ESCOs to be solicited for the ESPAC project, and the facility owner's basis for "short-listing" ESCOs for the ESPAC project, if applicable. Interest from at least three (3) ESCOs shall be solicited for each ESPAC project.

Report #2: [IFP Implementation Phase] Agency shall submit Report #2 to the SPO when all applicable bullet points below are completed.

- State the names of the ESCOs receiving a Solicitation of Interest letter.
- State the names of the ESCOs who responded to the Solicitation of Interest letter and are interested to participate in the IFP.
- State the names of the ESCOs who are invited to the kickoff meeting scheduled by the facility owner or agency.
- State the distribution and response due date for the IFP.
- State the highest ranked ESCO and the pre-determined dollar amount in \$USD.

Report #3: [IGA Phase]

- Agency shall submit Report #3 to the SPO when the IGA is executed. Include the execution date.

Report #4: [GES Phase] Agency shall submit Report #4 to the SPO when all applicable bullet points are completed.

- The execution date and projected cost of the GES.
- The execution date and cost of GES contract amendments (if applicable).
- The execution date for third party financing agreement (if applicable).
- The *Notice to Proceed* (NTP) date for the GES contract if known.
- The start and end date for the GES Performance Guarantee period.
- The total cost of the ESPAC project (CIP funds, 3rd party financing, etc.).

INSTRUCTIONS FOR USE OF THE VENDOR LIST CONTRACT

1. When utilizing VL#12-11, agencies shall solicit proposals through a secondary solicitation process, the IFP. If the agency does not solicit interest from a minimum of three (3) ESCOs, the agency is required to solicit interest from all ESCOs listed on the VL#12-11.
2. Pre-qualified ESCOs may be required to provide copies of their RFP response to the agencies upon request. The request may be of any additional information pertaining to personnel performing specific services under an ESPC. Information may include, but not be limited to: education, experience, work history, professional certifications, and specific roles or responsibilities on the ESCO team. The selection of a pre-qualified ESCO through the VL#12-11 is based on a secondary solicitation process through the issuance of an IFP.

VENDOR LIST CONTRACT PROJECT PHASES

1. General Solicitation Process
 - a. Agency Secondary Solicitation Process Overview
 - (1) The *Facility Owner* (FO) identifies the *facility/site or facilities/sites* (FS).
 - (2) The FO may procure a third party independent consultant to assist the FO through the general solicitation process and to evaluate the IFP and IGA proposal.
 - (3) The FO shall prepare an IFP document for the specific ESPC project that includes the technical information about the FS as can be assembled by the FO, evaluation criteria, objectives for the project and any other conditions of the project. (Refer to Paragraph 1d)
 - (4) The FO should determine the interest of the ESCOs by formally notifying all ESCOs on the VL#12-11 or follow the process as described in Paragraph 1c below. A *Request For Information* (RFI) specific to the project being considered may be used to determine interest. The failure of the ESCO to respond by the response date or a negative response may be used to reduce the number of ESCO's that will receive an IFP. Distribute the IFP to qualified, interested ESCO's and disclose in the IFP if a mandatory facility walk-through is required.
 - (5) If a walk-through and inspection of the FS with the ESCOs is required, ample time should be provided for the ESCOs to determine their subsequent *Energy Conservation Measure* (ECM) proposal to substantiate their *Technical Energy Assessment* (TEA).
 - (6) The ESCOs will develop their proposals including the preliminary TEA and required cost information.
 - (7) The ESCOs shall submit their proposals to the FO.
 - (8) The FO shall review the following items submitted by the ESCOs.
 - (i) Written Proposals,
 - (ii) Client References,
 - (iii) Oral Interviews. (Allow adequate time between ESCO interviews).
 - (9) The FO shall select the highest-ranked ESCO based on the evaluation criteria stated in the IFP to develop a final IGA report for the ESPC project.
 - (10) The FO shall execute an IGA contract with the selected ESCO to develop the final IGA report.
 - (11) The FO shall review the IGA results, negotiate with the ESCO as necessary, and choose to either pursue implementation of approved ECMs under a

- subsequently executed Guaranteed Energy Savings (GES) contract or settle payment of the IGA cost with the selected ESCO.
- (12) After the final IGA is accepted, the FO may negotiate and execute an ESPC GES agreement and any other necessary agreements or contracts. If applicable, a separate lease financing agreement may be negotiated and executed with a third party financial institution.
 - (13) The design and construction begins with the ESCO providing oversight during design-build work that is reviewed and approved by representative FO staff.
 - (14) All construction of the ECM's are completed and accepted, including commissioning.
 - (15) The GES performance period begins.
 - (16) The ongoing maintenance of the ECM's are implemented by the FO, its service contractors or the ESCO if negotiated, as required to maintain the performance guarantee.
 - (17) There is ongoing annual *Measurement and Verification* (M&V) to confirm that ESCO performance guarantees for the completed ECMs are being met.
 - (18) There may be other ongoing services as may be negotiated with the ESCO.
- b. Distribution of the IFP document shall be to all qualified and interested ESCOs listed on the VL#12-11. However, if the FO submits a written inquiry to all ESCOs on the VL#12-11 to determine interest in the agencies proposed ESPC project, the agency shall send the IFP document to only the ESCOs that responded favorably in writing to that inquiry, or the agency may use the optional process (Paragraph 1(c)) to create a shorter and more manageable ESCO list.
- c. Optional. The FO process to create a shorter and more manageable ESCO list from the VL#12-11.
- (1) A selection committee comprised mainly of FO staff will select three (3) or more pre-qualified ESCO's listed on the established VL#12-11 using the following general process:
 - (i) Review the 5-page overview of each currently eligible ESCO from the ESCO's response to RFP-12-0005-SW.
 - (ii) Consider the ESCO's involvement in the particular market sector or similar sector that is related to the type of facility/project being considered.
 - (iii) Consider the size of facility/project being considered.
 - (iv) Review of information provided in ESCO's response to RFP-12-005-SW.
 - (v) Other factors of importance shall be determined by the FO.
 - (2) The FO shall document the basis for selecting ESCOs to receive a Solicitation of Interest letter for the ESPC project.
 - (3) If an ESCO declines the FO invitation, it is not required to select another ESCO to take its place.
- d. The IFP solicitation document provided to prospective ESCOs from the VL#12-11 should include the following at a minimum:
- (1) Technical scope of the project (may include information on the facilities, project goals or objectives that are important to the FO, improvement projects completed and proposed, multiple years of utility data, etc.);
 - (2) Selection process and evaluation criteria;
 - (3) Project schedule; and
 - (4) Special project terms and conditions
 - (i) Technical
 - (ii) Contractual

- (iii) Legal (e.g. HRS references, Equipment Lease Rider, general conditions, etc.)
2. ESCO proposal in response to the IFP, developed at no cost to the FO, should contain, at a minimum, the following:
- a. TEA with possible ECM improvements that provide guaranteed energy savings. This includes an overview summary table that lists the project budget estimate and related energy savings for each possible ECM considered with other line item project costs (such as IGA development cost, commissioning, construction contingency allowance, etc.) that roll up to the maximum project cost.
 - b. Preliminary TEA cost estimates with estimated energy savings that need to stay within 20% of the final IGA report that a selected ESCO will be paid to develop for the ESPC project and any subsequently executed GES contract, with the exception for unforeseen conditions as negotiated with the FO. The FO may specify the format and type of information required in the GES contract submittal documents. This should include a cash flow analysis over the full term of the ESPC contract, not to exceed 20 years including the construction period in accordance with HRS Chapter 36-41. The cash flow analysis, at a minimum, should show all annual costs, savings (e.g., ECM savings, operational savings, etc.), rebates, renewable energy impacts, estimated maintenance costs for ECM's, and any other items required by the FO for the full term of the project (up to a maximum of 20 years inclusive of the construction period). Assumptions or the basis for the costs and savings estimates should be clearly stated.
 - c. Actual ESCO team to be used for the FO's specific facilities or project and their percentage of time on the project by person.
 - d. If facility energy simulation modeling is used to model existing conditions and to predict ECM performance (i.e. energy savings or use), the ESCO should disclose all assumptions used in developing the models for each facility and approach used in the models. Deviations from standard protocols or procedures required by the specific model (e.g., eQuest) should be noted and explained.
 - e. Project cost breakdown for (as applicable): the final IGA report; commissioning; monitoring and verification (M&V) services; training of FO staff; operations and maintenance (O&M) services; ESCO management costs for design-build coordination work; project contingency; and implementation of approved ECMs.
 - f. If innovative or exotic technologies are being proposed by the ESCO, information should be provided on previous installations on similar projects, including cost and performance results, and the ESCOs current availability of resident expertise or demonstrated consultant relationships established (e.g., expertise and experience on installation and operation of a biomass boiler to gasify green waste, water flush control devices for correctional facilities, etc.) to implement the technology.
 - g. Warranties for all equipment and materials installed under the ECMs should include a description of terms and conditions, who is responsible to perform under the warranties.
 - h. Operational and maintenance responsibilities for all completed and installed ECMs with description of terms and conditions on who is responsible for handling emergency responses and routine repair situations.
3. Proposal evaluation is completed by a selected committee comprised mainly of FO staff who review and evaluate the TEA proposals that interested ESCOs submitted for the IFP solicitation process. The committee selects one (1) ESCO to do an IGA with project development proposals. The FO will execute an IGA contract with the selected ESCO.

4. Evaluation criteria used by the selection committee, which may be modified by the FO as necessary, should generally include:

Qualifications and Project Experience

- a. Qualifications and experience of ESCO's personnel with GES contracts on projects similar to the FO's project.
- b. Reliability of equipment performance on past projects.
- c. Documented energy savings on past projects similar to the FO's project.
- d. Quality and completeness of past project documentation.

Project Management

- a. Clear assignment of responsibility for various project tasks to specific individuals.
- b. Ability to effectively manage project design, construction and complete the project on schedule and within budget.
- c. Quality of approach to operations and maintenance.
- d. Quality of monitoring, maintenance, measurement and verification services, and reporting on past projects.
- e. Clarity, organization, and level of detail in written proposal.
- f. Quality of communication skills by ESCO's representatives at the oral interview.

Technical Approach

- a. Quality of technical approach, including methods of analysis and understanding of existing building systems and conditions, documentation for measures installed.
- b. Quality of approach to project commissioning.
- c. Quality of sample IGA for projects similar to the FO's project.
- d. Quality of baseline energy calculations and methodology for handling modifications/changes to the baseline.
- e. Quality of proposed training for facility staff.
- f. Quality of approach to savings measurement and verification.
- g. Quality of sample documentation.
- h. Quality of customer savings reports for similar clients to the FO.
- i. Quality of preliminary technical approach based on the TEA developed after the facility walk-through.

Financial Stability

- a. Financial soundness and stability of ESCO.
- b. Demonstrated ability to provide or arrange project financing.
- c. Reasonableness of investment grade audit costs. For example, is it reasonable when compared with industry standards (i.e., Are the costs high or low?).
- d. Reasonableness of Preliminary Cash Flow Analysis.
- e. Quality and cost of the financial guarantee of savings. For example, this may relate to the ratio of annual cost to annual savings. A ratio of 95% would allow a 5% margin of uncertainty. Another item might be the cost of their annual guarantee of savings compared to the annual savings (e.g., annual cost of M&V and O&M compared to annual savings). A ratio of 5% may be more reasonable than a ratio of 40% of the annual savings.

Other

- a. The FO may require additional criteria unique to its own facility/project requirements and situation.

5. IGA contract shall be handled as follows:
- a. Clearly state that the FO owns all information contained in the IGA contract and has the right to use the information to its benefit.
 - b. An executed IGA contract will authorize the selected pre-qualified ESCO to complete an IGA report that has proposed ECM improvements with ESCO guaranteed energy savings and construction budget cost estimates for the proposed ECM improvements, which the FO can use to secure ESPC project funding from a third party financial institution.
 - c. The final IGA report will set specific expectations and provide a detailed process for both the selected pre-qualified ESCO and the FO. The final IGA report will define:
 - (1) Deliverables to the FO;
 - (2) Identify and evaluate ECM measures and define the proposed ESPC project scope;
 - (3) All project costs;
 - (4) Cash-flow savings;
 - (5) Cash-flow model over the proposed GES financing term;
 - (6) Be the basis for an ESPC project that will present aggregated measures which can be financed through ESCO GES project;
 - (7) Will incorporate applicable State laws that directly impact implementation of ESPC services for the FO;
 - (8) A design and construction schedule for the implementation of all ECM's; and
 - (9) Bond and insurance requirements.
 - d. FO shall have no payment obligations to the selected pre-qualified ESCO for the final IGA with project development proposals that is conducted under the executed IGA contract if:
 - (1) FO and selected pre-qualified ESCO shall execute a GES contract for an ESPC project that includes the payment for the IGA that was accepted by the FO and the ESCO proposal for FO approved ECM improvements can be incorporated at no "up-front cost" to the FO into a GES contract or agreement or
 - (2) ESCO determines at any time during the IGA development process that the GES needed to meet the FO's energy saving goals, terms and conditions cannot be attained and the IGA is terminated by written notice from the selected pre-qualified ESCO to the FO; or
 - (3) Final IGA with project development proposals do not contain a package of *energy savings* which, if implemented, will provide the FO with the cash flow savings sufficient to fund FO with payments for all costs and fees associated with the proposed ESPC project, which includes but is not limited to:
 - (i) Fee associated with the completion of the final IGA;
 - (ii) All payments on a lease purchase agreement to finance the proposed ECM improvements;
 - (iii) Any annual fees for monitoring and maintenance incurred by the selected pre-qualified ESCO and any other annual fees (such as for staff training, etc); and
 - (iv) Analysis is to be based on proposed financing terms, including a conventional, fully amortized lease-purchase agreement not to exceed the GES duration over a fixed rate or interest actually available to the FO.

IMPLEMENTATION OF APPROVED ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) PROJECT

1. Upon satisfactory completion of the IGA, the FO has the option to implement an ESPC project that is based on approved ECM improvements from the final IGA report that is to be implemented by the selected/pre-qualified ESCO under an executed GES contract. It is intended that the executed GES contract will define:
 - a. Final agreed upon scope of work with all associated costs;
 - b. Mutual responsibilities for the selected/pre-qualified ESCO and the FO, as well as approved ECM improvements;
 - c. Equipment and labor costs associated with them;
 - d. All guaranteed energy savings;
 - e. Maintenance cost savings; and
 - f. ECMs are owned by the FO who may use it for its benefit with no limitation on use.

At a minimum, the executed GES contract will also incorporate applicable State laws that directly impact ESPC services for agencies, including bond and insurance requirements. The contract should also indicate that the ESCO will need to at all times, observe and comply with applicable county, State and Federal laws, ordinances, rules and regulations.

2. A separate State financing agreement may be executed to address payment schedules for *design-build* work by the selected pre-qualified ESCO and payment schedules for third party financial institutions (if needed) from the *cash flow model* based on ESCO GES.
3. After execution of a GES contract for an approved ESPC project, it is intended the selected pre-qualified ESCO will proceed to final design, construction, and commissioning of approved ECM improvements.

GES PERFORMANCE DURATION PERIOD

1. It is anticipated the duration period of executed GES contracts with the selected pre-qualified ESCO will begin upon substantial completion of completed ECM improvements by the selected pre-qualified ESCO.
2. It is also anticipated over the duration of the GES contract, the selected pre-qualified ESCO may still be responsible for providing a number of services until the end of the GES contract, such as but not limited to:
 - a. Measurement and verification of savings (e.g., energy, water, wastewater, operational costs, etc.);
 - b. FO staff training;
 - c. Reporting as required by the FO;
 - d. Possibly, contract maintenance services; and
 - e. Other services as required by the FO.

CERTIFICATE OF INSURANCE

Requirements for submission of proposals for the ESPC:

1. The ESCO shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any,

from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

2. As an alternative to the Offeror providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.
3. The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

- **Commercial General Liability Insurance**

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

- **Automobile Liability Insurance**

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

- **Professional Liability Insurance**

Professional liability insurance coverage consisting of errors and omissions covering the Contractor against claims which may arise as a consequence of errors or omissions for any negligent act or omission to act while rendering professional services under the Contract (including any such claims which may arise in connection with the services provided under the Contract), with a minimum of \$1,000,000 per claim limit and \$1,000,000 aggregate limit; The provisions of this paragraph shall survive the expiration or earlier termination of the Contract;

- Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.

4. The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

5. Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:
 - *The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.* (Not applicable to Professional Liability insurance).
 - *It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.*
6. Upon Contractor's execution of a contract for an ESPC Project, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of the contract has been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of construction phase work for the contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.
7. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.
8. Procuring of such required insurance shall not be construed to limit pre-qualified ESCO's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, pre-qualified ESCO shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Vendor List Contract No. 12-11, but the SPO shall not monitor compliance throughout the term of performance. Therefore, purchasing agencies are required to verify compliance prior to issuing a contract, purchase order or pCard payment when utilizing this contract.

VENDOR AND PRODUCT EVALUATION form SPO-012, for the purpose of addressing concerns on this vendor list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET at the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor Lists Contracts* on the home page.

PRE-QUALIFIED

ESCO

INFORMATION

AECOM TECHNICAL SERVICES, INC.

Local Contact Information:

Contact Name: Rae M. Loui

Address: 1001 Bishop Street, Suite 1600
Honolulu, HI 96813

Phone: (808) 529.7221

Cell: (808) 286.3352

Fax: (808) 524.8677

E-mail: rae.loui@aecom.com

Payment Address: AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL. 60674

Vendor Code: 311499-01

Pre-qualified Market Sectors:

School Districts – small (1-5 schools) or rural over 2 hours from major metropolitan area

School Districts – large

Higher Education Facilities – Universities and major colleges

Higher Education Facilities – Community colleges and small/rural colleges

County Facilities

Office Buildings

State Facilities

State Department of Defense/Military Facilities

Correctional Facilities - (prisons, community correctional centers, detention facilities)

Transportation Facilities (airport, harbor, highways, parking structure, tunnels, transit, etc.)

Sport Complexes, stadiums, arenas, athletic fields, recreational facilities, etc.

Other Government facilities, libraries, data/communication centers laboratories, etc.

Multifamily Buildings – high rise or large buildings

Multifamily Buildings – smaller scale multi-plex buildings

Multifamily Buildings – mix of building types

Community-Wide Efforts – multiple entities in partnership or other example

Judicial Facilities

Military Facilities

Pumping Stations (includes water and wastewater facilities)

Treatment plants (includes water and wastewater)

Refuse or Solid Waste facilities (includes landfills, resource recover, recycling)

Maintenance support facilities (includes baseyards, corporation yards, maintenance, storage facilities)

HONEYWELL INTERNATIONAL, INC.

Business Address: 250 Ward Avenue, S-100
Honolulu, HI 96814

Contact: Les Koss
Phone: (808) 591-6705
Fax: (808) 591-6721
E-mail: les.koss@honeywell.com

Payment Address: Honeywell International Inc.
12490 Collections Center Drive
Chicago, IL 60693

Vendor Code: 275928-00

Pre-qualified Market Sectors:

School Districts – small (1-5 schools) or rural over 2 hours from major metropolitan area

School Districts – large

Higher Education Facilities – Universities and major colleges

Higher Education Facilities – Community colleges and small/rural colleges

County Facilities

Office Buildings

State Facilities

State Department of Defense/Military Facilities

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Maintenance support facilities (includes baseyards, corporation yards, maintenance, storage facilities)

JOHNSON CONTROLS INC.

Business Address: 420 Waiakamilo Road
Suite 101
Honolulu, HI 96817

Contact: Michael Trovato
Phone: (916) 996-9920
Fax: (916) 294-8889
e-mail: Michael.Trovato@jci.com

Payment Address: Johnson Controls, Inc.
PO Box 730068
Dallas, TX 75373

Vendor Code: 80955-01

Pre-qualified Market Sectors:

School Districts – small (1-5 schools) or rural over 2 hours from major metropolitan area
School Districts – large
Higher Education Facilities – Universities and major colleges
Higher Education Facilities – Community colleges and small/rural colleges
County Facilities
Office Buildings
State Facilities
State Department of Defense/Military Facilities
Correctional Facilities - (prisons, community correctional centers, detention facilities)
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Pumping Stations (includes water and wastewater facilities)
Treatment plants (includes water and wastewater)
Refuse or Solid Waste facilities (includes landfills, resource recover, recycling)
Maintenance support facilities (includes baseyards, corporation yards, maintenance, storage facilities)

NORESCO LLC

Business Address: 3375 Koapaka Street, Suite F220-26
Honolulu, HI 96819

Contact: Jay Johnson
Phone: (808) 833-7777 ext. 2601
Fax: (808) 834-1813
Cell: (602) 418-2064
E-mail: jjohnson@noresco.com

Payment Address: 4 Penn Center West, Suite 220
Pittsburgh, PA 15276

Vendor Code: 282685-01

Pre-qualified Market Sectors:

School Districts – small (1-5 schools) or rural over 2 hours from major metropolitan area

School Districts – large

Higher Education Facilities – Universities and major colleges

Higher Education Facilities – Community colleges and small/rural colleges

County Facilities

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Maintenance support facilities (includes baseyards, corporation yards, maintenance, storage facilities)

OPTERRA ENERGY SERVICES, INC.

Business Address: 1099 Alakea Street, Suite 2530
Honolulu, HI 96813

Contact Brian Kealoha
Phone: (808) 518-2044
Mobile: (808) 225-8039
E-mail: bkealoha@opterraenergy.com
Website: www.opterraenergy.com

Payment Address: OpTerra Energy Services, Inc.
P.O. Box 31001-2204
Pasadena, CA 91110-2204

Vendor Code: 334926-00

Pre-qualified Market Sectors:

School Districts – small (1-5 schools) or rural over 2 hours from major metropolitan area
School Districts – large
Higher Education Facilities – Universities and major colleges
Higher Education Facilities – Community colleges and small/rural colleges
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