
Exhibit A

Energy-Savings Performance Project Statement of Work

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ARTICLE 1. DEFINITIONS, ACCEPTANCE OF DOCUMENTS

Section 1.1 Definitions

Any capitalized terms not defined in this SOW shall have the same meaning as those terms have in the Contract.

Certificate of Acceptance of All Installed Equipment: A certificate signed by the Department, acknowledging acceptance of all installed equipment, to be attached as Exhibit A1.

Commencement Date: The date described in **Section 2.2 (Commencement Date)**.

Energy-Savings Measures (ESMs): Any improvement to facilities or other energy-consuming systems designed to reduce energy or water consumption and operating costs and increase the operating efficiency of facilities or systems for their appointed functions. For the purposes of this SOW, Energy-Savings Measures for this project are those listed in **Schedule A (Energy Cost Savings Guarantee)**.

Energy Cost Savings Guarantee: The guarantee that is achieved as a result of the installation and operation of the Equipment and provision of services provided for in this SOW and in accordance with the Savings Calculation Formula as set forth in **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements)**. Energy Cost Savings includes both the Operation and Maintenance Cost Savings and Utility Cost Savings, as defined in the Act.

Equipment: Goods which the QESP is to install in accordance with and as set forth in **Schedule R (Equipment to be Installed by QESP)**.

Energy Use Intensity (EUI): A unit of measurement that describes a building's energy use and represents the energy consumed by a building relative to its size.

Environmental Laws: any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic or waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 *et seq.*, the Superfund Amendments and Reauthorization Act, 42 U.S.C. Secs. 9601 *et seq.*, the Federal Oil Pollution Act of 1990, §§ 2701, *et seq.*, the Federal Toxic Substance Control Act, 15 U.S.C. §§ 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. §§ 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. §§ 401 *et seq.*, and all rules and regulations of the Environmental Protection Agency, or any other state or federal department, board, or agency, or

any other agency or governmental board or entity having jurisdiction over environmental or health and safety matters, as such have been amended.

Goods: All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things, together and with any and all additions, modifications, attachments, replacements and parts.

Interim Period: The period from SOW execution until the Commencement Date.

Material Change: Any change in or to the Project Site(s), whether structural, operational or otherwise in nature which reasonably could be expected, in the sole judgment of the Department, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in **Schedule B (Baseline Energy Consumption; Methodology to Adjust Baseline)** and **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Report Requirements)** by at least % after adjustments for climatic variations. Those changes may include, but are not limited to, any one of the following:

- (i) manner of use of the Project Site(s) by the Department;
- (ii) hours of operation for the Project Site(s) or for any Equipment or energy using systems operating at the Project Site(s);
- (iii) permanent changes in the comfort and service parameters set forth in **Schedule U (Standards of Comfort)**;
- (iv) occupancy of the Project Site(s);
- (v) structure of the Project Site(s), including total square footage of the buildings;
- (vi) types and quantities of Equipment used at the Project Site(s)
- (vii) modification, renovation or construction at the Project Site(s);
- (viii) the Department's failure to provide maintenance of and repairs to the Equipment in accordance with **Schedule CC (Department's Maintenance Responsibilities)**;
- (ix) the replacement, addition or removal of energy and water consuming devices whether plug-in or fixed assets;
- (x) casualty or condemnation of the Project Site(s) or Equipment;
- (xi) changes in utility provider or utility rate classification or number of days in utility billing cycle;
- (xii) modifications, alterations or overrides of the energy management system schedules or hours of operation, set back/start up or holiday schedules; or
- (xiii) any other conditions other than weather affecting energy or water use or energy costs at the Project Site(s).

Project Site(s): The facilities of the Department in need of energy and water saving equipment and services designed to reduce consumption and associated costs, as identified in Schedule Q.

SOW: This Energy-Savings Performance Project Statement of Work and all Schedules and Exhibits attached.

SOW Sum: The dollar value sum of all materials, labor, auditing, design, engineering, project construction management fees, overhead, profit, contingency and subcontracted services related to the project, as set forth in **Schedule H, Final Project Cost and Project Cash Flow Analysis**.

Substantial Completion of ESM: The stage in the progress of the Work where the installation of an ESM is sufficiently complete in accordance with the SOW documents so that the Department can utilize and take beneficial use of the subject ESM for its intended use or purpose. Substantial Completion of ESM shall not be deemed to have occurred until the ESM has been commissioned, accepted, and the Department executes the Notice of Substantial Completion of ESM.

Work: The Equipment or Services or both to be Performed under the SOW.

Section 1.2. Acceptance of Investment-Grade Energy Audit Report and Other Documents

Prior to this SOW being negotiated and executed as a Final Exhibit, QESP shall have prepared and delivered to the Department the IGEA Report. Upon acceptance of the IGEA Report, the IGEA Report is made a part of the SOW in accordance with Section 123(f) of the Act. Acceptance of the IGEA Report shall be effected and evidenced by the Department signing the signature page in Exhibit C.

For purposes of Performance and synergy between or among documents, the provisions of this SOW and its schedules and exhibits shall take precedence and govern over those in the IGEA Report.

PAYMENTS AND SCHEDULES

ARTICLE 2. PURCHASE AND SALE; COMMENCEMENT DATE AND TERMS; INTERIM PERIOD

Section 2.1. Purchase and Sale

QESP shall provide the Equipment and Services as provided in **Schedule R (Equipment to be Installed by QESP)** and **Schedule J (Compensation to QESP for Annual Services)** in accordance with the terms and conditions set forth in **Schedule I (Financing Agreement and Payment Schedule)**.

The SOW Sum for the Work is a Guaranteed Maximum Price of \$ as set forth in **Schedule H (Final Project Cost & Project Cash Flow Analysis)**. Payment terms are described in **Schedule I (Financing Agreement and Payment Schedule)**.

QESP shall Perform the Work, or cause the Work to be Performed, and all related Services identified in **Schedule R (Equipment to be Installed by QESP)** and the Services detailed in **Schedule BB (QESP's Maintenance Responsibilities)** and **Schedule J (Compensation to QESP for Annual Services)**. QESP shall supervise and direct the Work and shall be responsible for all construction means, methods, techniques, sequences, and procedures and for

coordinating all portions of the Work under this SOW. QESP shall pay for all Equipment, Services and transportation necessary or appropriate for the timely and proper Performance of the Work in accordance with all applicable Schedules.

QESP shall be paid the SOW Sum in accordance with **Schedule I (Financing Agreement and Payment Schedule)**. Payments will be made on a progress basis in accordance with **Schedule I (Financing Agreement and Payment Schedule)**, for Work completed and authorized by Department during the Interim Period. Retainage of % will be withheld until the Commencement Date.

Section 2.2. Commencement Date

The Commencement Date shall be the first day of the month after the month in which the last unsatisfied condition of the following conditions shall have been satisfied: (1) QESP shall have installed and commenced operating all of the Equipment specified in **Schedule R (Equipment to be Installed by QESP)** and in accordance with the provisions of **ARTICLE 8 (Construction Schedule and Equipment Installation; Approval)**, **Schedule S (Construction and Installation Schedule)** and **Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment)**; (2) QESP shall have delivered to Department a notice that it has installed all of the Equipment and that the Equipment is operating properly, all in accordance with this Section; and (3) Department has inspected and accepted said installation and operation as evidenced by executing and delivering to QESP the **Exhibit A1 Certificate of Acceptance of All Installed Equipment**.

Department shall have days after receiving the installation notification by the QESP to inspect the Equipment. If Department does not reject any of the Equipment, then they shall execute and forward the **Certificate of Acceptance of All Installed Equipment** to the QESP within seven (7) calendar days after concluding the inspection. Department may reject some or all of the Equipment if either the Equipment or its installation fails to meet reasonably accepted standards of workmanship, does not comply with applicable building codes, or is otherwise not in compliance with the Contract or this SOW. Department shall not deliver to QESP the **Certificate of Acceptance of All Installed Equipment** and QESP shall not be paid in full, including retainage, until after any punch list is completed and QESP has satisfied any and all claims for labor and materials, including, but not limited to, providing Lien waiver certificates. The **Certificate of Acceptance of All Installed Equipment** will not be unreasonably withheld by the Department.

Compensation payments due to QESP for on-going Services and maintenance under this SOW as set forth in **Schedule J (Compensation to QESP for Annual Services)** shall begin no earlier than from the Commencement Date.

Section 2.3. Term of SOW; Interim Period

The term of this SOW, including all extensions, shall end on _____, which date shall not exceed 20 years measured beginning from the Commencement Date. The SOW shall be

effective and binding upon the parties upon its execution by the parties. All energy savings achieved during the Interim Period shall be fully credited to Department.

ARTICLE 3. ENERGY COST SAVINGS GUARANTEE; ANNUAL RECONCILIATION; PAYMENTS TO QESP

Section 3.1. Rebates and Incentives

As specified in Schedule K, QESP shall identify and describe dollar amounts for any eligible rebate and incentive funds from the CT Energy Efficiency Fund, CT Clean Energy Finance and Investment Authority, and other incentive and grant programs, to reduce overall project costs.

Section 3.2. Energy Cost Savings Guarantee

Subject to the adjustments provided for in **ARTICLE 15 (Material Changes)**, QESP guarantees that the annual level of Energy Cost Savings shall be in accordance with the measurement and verification of the Energy-Savings Measures as set forth in **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements)**. The Energy Cost Savings Guarantee is set forth in annual increments for the term of the SOW as specified in **Schedule A (Energy Cost Savings Guarantee)** and QESP guarantees that it is sufficient to cover any and all annual payments required to be made by the Department as set forth in **Schedule J (Compensation to QESP for Annual Services)** and **Schedule I (Financing Agreement and Payment Schedule)**.

Section 3.3. Annual Review and Reimbursement/Reconciliation

QESP shall measure and calculate Energy Cost Savings as specified in **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting)** and **Schedule B (Baseline Energy Consumption; Methodology to Adjust Baseline)** and shall prepare and deliver to Department an annual reconciliation report no later than forty-five (45) days following each (1) twelve-month anniversary of the Commencement Date, or (2) the date that QESP shall have received the last of the energy usage records and data referenced in Articles 3 and 5 of this SOW, whichever is later, for the entire term of this SOW, including the final report due on or before [REDACTED].

If the reconciliation reveals a shortfall in annual Energy Cost Savings in any one year during the guarantee period, QESP shall make payment to the Department in the amount of the shortfall no later than [REDACTED] days after the Department receives the reconciliation report. If the reconciliation reveals an excess in annual Energy Cost Savings, the excess savings shall remain with the Department, and shall not be used to cover potential Energy Cost Savings shortages in subsequent years or actual Energy Cost Savings shortages in previous years.

Section 3.4. QESP Compensation and Fees

QESP has structured the Energy Cost Savings Guarantee referred to in 3.1 above such that it will be at least equal to any and all annual payments, combined, required to be made by the Department in connection with **Schedule I (Financing Agreement and Payment Schedule)**

Schedule J (Compensation to QESP) and Schedule BB (QESP's Maintenance Responsibilities).

Section 3.5. Billing Information Procedure

Payments due to QESP under this Section 3 shall be calculated each year in the following manner:

- (i) By the [REDACTED] day after receipt, Department shall provide QESP with copies of all energy bills for the Project Site(s) which it shall have received for the preceding month;
- (ii) Upon receipt of the required information, QESP shall calculate the savings in accordance with the agreed-upon calculation formulae in **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements)**.
- (iii) Based upon paragraphs (i) and (ii) above, QESP shall prepare and send to Department an annual invoice which shall set forth for each year the amounts of the Energy Cost Savings calculated in accordance with **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Report Requirements)** and for the services as provided for in **Schedule J (Compensation to QESP for Annual Services)**. The invoice will set forth the total annual payment due from Department.

Section 3.6. Effective Date of Payment Obligation

Notwithstanding the above provisions in Section 3, Department shall not be required to begin any payments to QESP under this SOW unless and until all Equipment installation is completed by QESP in accordance with the provisions of **Article 8 (Construction and Equipment Installation; Approval)** and **Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment)**, and accepted by Department as evidenced by the signed Certificate of Acceptance as set forth in **Exhibit A1 (Certificate of Acceptance of All Installed Equipment)**, and unless and until said Equipment is fully and properly functioning.

Section 3.7. Pricing Transparency

The QESP shall fully disclose all costs of the Work purchased and subcontracted and a list of hourly rates and position descriptions for labor or services. Deviations from budgeted hours shall require prior written approval by the Department or shall not be paid. QESP will maintain cost accounting records on authorized Work performed under actual costs for labor and material, or other basis requiring accounting records. QESP will afford Department access to these records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. The pricing methodology and individual cost markups disclosed during preliminary SOW negotiations will be expected to be applied, providing the scope and size of the project remain the same as assumed when markups were disclosed.

ARTICLE 4. NON-APPROPRIATION OF FUNDS

In accordance with the Act, the work in the SOW and corresponding payments may extend beyond the Department's fiscal year in which the SOW became effective, but subject to appropriation of moneys for costs incurred in future fiscal years. In the event insufficient funds are appropriated and budgeted, or no Department or other funds are appropriated and budgeted, in any fiscal period for which payments are due QESP under this SOW, then the Department will, not less than [REDACTED] days after it is notified of the unavailability of appropriated and budgeted funds, in writing, notify the QESP of such occurrence. Based on such notice, this SOW shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the Department of any kind whatsoever, except as to the portions of payments for which funds shall have been appropriated and budgeted or are otherwise available.

DESIGN AND CONSTRUCTION PHASE

ARTICLE 5. ENERGY USAGE RECORDS AND DATA

Department has furnished and shall continue to furnish (or authorize its energy suppliers to furnish) during the term of this SOW to QESP or its designee, upon its request, all of its records and complete data concerning energy and water usage and related maintenance for the Project Site(s).

ARTICLE 6. LOCATION AND ACCESS

QESP represents and warrants that there exists sufficient space on the Project Site(s) for the installation and operation of the Equipment for the entire useful life of the Equipment. Department shall take reasonable steps to protect such Equipment from harm, theft and misuse during the term of this SOW. Department shall provide access to the Project Site(s) for QESP to perform any function related to this SOW during regular business hours, or such other reasonable hours as may be requested by QESP and acceptable to the Department. QESP shall be granted access to make emergency repairs or corrections as it may, in its discretion, determine are needed. The QESP's access to Project Site(s) to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Department. QESP shall immediately notify the Department when emergency action is taken and follow up with written notice within three (3) business days specifying the action taken, the reasons for the action, and the impact upon the Project Site(s), if any.

ARTICLE 7. PERMITS AND APPROVALS; COORDINATION

Section 7.1. Permits and Approvals

The QESP shall be responsible for developing all required documentation and obtaining all necessary permits and approvals for the Work and installation of the Equipment. The Equipment and the operation of the Equipment by QESP shall at all times comply with all federal, state and local code requirements. Furthermore, all Work shall comply with the Connecticut State

Building Code. The QESP shall be responsible for providing all drawings and documentation necessary to demonstrate compliance. The QESP shall coordinate all required inspections with the authority having jurisdiction.

QESP shall furnish copies of any permit or license which is required to perform the Work to the Department before the QESP commences the portion of the Work requiring such permit or license. In no event shall Department be responsible for payment of any permit or similar fees.

Section 7.2. Coordination During Installation

The Department and QESP shall coordinate the activities of QESP's Equipment installers with those of the Department, its employees, and agents. QESP shall cooperate with Department when performing Work to minimize conflicts and facilitate usage of Project Site(s). QESP shall not commit or permit any act which will interfere with the performance of business activities conducted by the Department or its employees without prior written approval of the Department.

In addition, QESP shall provide adequate building and fire code egress from the Project Site(s) while performing the Work and, if required, shall be responsible for preparing egress plans for Department and State Fire Marshal approval.

ARTICLE 8. CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

Section 8.1. Construction Schedule; Equipment Installation

Construction and Equipment installation shall proceed in accordance with the construction schedule approved by Department and attached as **Schedule S (Construction and Equipment Installation Schedule)**.

Section 8.2. Systems Startup and Equipment Commissioning

The QESP shall conduct thorough and systematic performance tests of each element and total system of the installed Equipment in accordance with the procedures specified in **Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment)** prior to delivering to the Department the installation notification indicating that the Equipment is ready for inspection by the Department. Testing shall be designed to determine if the Equipment is functioning in accordance with both its published specifications and the Schedules to this SOW, and to determine if modified building systems, subsystems or components are functioning properly within the new integrated environment. The QESP shall provide sufficient notice to the Department and any third-party technical support entity, as requested by DEEP or the Department, of the scheduled test(s). The Department shall have the right to be present, and to invite any third party to be present, at any or all such tests conducted by QESP and/or manufacturers of the Equipment. The QESP shall correct and/or adjust all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures as specified in **Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment)**. Prior to Department executing the **Exhibit A1,**

Certificate of Acceptance of All Installed Equipment, QESP shall provide Department with documentary evidence that the Equipment installed is the Equipment specified in **Schedule R (Equipment to be Installed by QESP)**.

ARTICLE 9. EQUIPMENT WARRANTIES

QESP represents and warrants that all Equipment installed as part of this SOW shall be new, materially free from defects in materials or workmanship, installed properly in a good and workmanlike manner, and shall function properly for a period of one (1) year from the date of the Notice of Substantial Completion of ESM if operated and maintained in accordance with the procedures established for the Project Site(s).

After the warranty period, QESP shall have no responsibility for performing maintenance, repairs, or making manufacturer warranty claims relating to the Equipment, except as provided in **Schedule BB (QESP's Maintenance Responsibilities)**.

QESP shall cause all available manufacturers' warranties relating to the Equipment to be issued in the name of and delivered to Department. No later than two (2) business days after the Department delivers the Notice of Substantial Completion of ESM to the QESP, the QESP shall deliver the warranties applicable to the subject Equipment to the Department, At the Department's request, the QESP shall act as the Department's agent and representative to pursue on the Department's behalf any available rights and remedies which the Department may have against the manufacturers under the warranties. QESP shall, during the warranty period, notify the Department whenever defects in Equipment parts or performance occur which may give rise to such rights and remedies. During this period, if the QESP fails to notify the Department of Equipment defects or any warranty issues, QESP shall bear the full cost and expenses of any risk of damage or damage to the Equipment and its performance, including damage to property and Equipment of the Department or the Project Site(s).

The warranties shall specify that only new, not reconditioned, parts may be used and installed when repair is necessitated by malfunction.

Notwithstanding the above, nothing in this section shall be construed to alleviate/relieve the QESP from complying with its obligations to perform under all terms and conditions of this SOW and as set forth in all attached Schedules.

ARTICLE 10. STANDARDS OF COMFORT

QESP will maintain and operate the Equipment in a manner which will provide the standards of heating, cooling, ventilation, hot water supply, and lighting quality and levels as described in **Schedule U (Standards of Comfort)**. During the term of this SOW, QESP and Department will maintain, respectively according to **Schedule BB (QESP's Maintenance Responsibilities)** and **Schedule CC (Department's Maintenance Responsibilities)**, and operate the Equipment in a manner that will provide the standards of comfort and levels of operation as described in **Schedule U (Standards of Comfort)**.

ARTICLE 11: ENVIRONMENTAL REQUIREMENTS

Section 11.1. Excluded Material and Activities

Department recognizes that in connection with the installation and/or service or maintenance of Equipment at a Project Site(s), QESP may encounter (i) asbestos or materials containing asbestos, (ii) fungus (any type of form of fungi, including mold or mildew, and myotoxins, spores, scents or by-products produced or released by fungi), (iii) incomplete or damaged work or systems or code violations that may be discovered during or prior to the Work of this SOW, or (iv) pollutants, hazardous wastes, hazardous materials or other contaminants regulated by the Environmental Laws (collectively “Hazardous Materials”). If QESP discovers Hazardous Materials, QESP shall immediately cease Work, remove all QESP personnel and Contractor Parties from the Project Site(s), and notify the Department. QESP shall undertake no further Work on the Project Site(s), except as authorized by the Department in writing, as the Department will perform or arrange for the performance of any remediation of Hazardous Materials. Notwithstanding any other provision in this SOW, any such event of discovery or remediation by the Department shall not constitute a Material Breach or Other Breach by the Department. If Department notifies QESP to cease Work pursuant to this Section, then the time for completion of Work will be automatically extended by the amount of time of the Work stoppage. The parties shall negotiate in good faith any increased costs associated with the Work stoppage and shall modify all appropriate exhibits and schedules accordingly.

QESP shall be responsible in all respects for any Hazardous Materials and any other materials regulated by the Environmental Laws, including, without limitation, those listed in this section that it may bring to the Project Site(s). This responsibility includes, but is not limited to, storage, handling, use, transportation, treatment, disposal, discharge, leakage, detection, removal, containment, remediation and all costs and expenses associated with such.

Section 11.2. Polychlorinated Biphenyl (PCB) Ballasts; Mercury Lamps

QESP shall enter into an agreement with a waste transporter that is permitted by DEEP to transport PCB ballasts. The agreement between QESP and the transporter shall require that the transporter (1) transport and dispose of the PCB Ballasts in accordance with all applicable Environmental Laws, (2) provide an informational packet, packing receptacles and instructions, labels and shipping materials, (3) provide transportation, and incineration or disposal services for PCB ballasts, (4) remove all capacitors and asphalt potting compound materials from Department’s PCB ballasts, (5) incinerate or dispose of them at a federally-approved facility, (6) provide to Department a Certificate of destruction issued by the federally-approved disposal facility and (7) comply with all applicable Environmental Laws.

QESP shall enter into an agreement with an authorized lamp recycling company, pursuant to which the recycling company shall provide all necessary or appropriate goods and services, including but not limited to, approved containers, materials required to label, transportation and recycling, for all manner of handling of mercury lamps and their removal from the Project Site(s), all in accordance with the Environmental Laws. The QESP shall verify and ensure that the lamp recycling company Performs the work or Work only pursuant to and during the term of

a validly existing agreement with the QESP. The agreement shall require the recycling company to provide a copy of the required manifest or other shipping documents to QESP and to forward a copy to the Department. The QESP shall verify and ensure that the lamp recycling company maintains current, throughout the term of that agreement, all appropriate permits from all applicable jurisdictions to Perform any such work or Work.

To the extent required by the Environmental Laws, the Department shall sign manifests for all PCB ballasts and manifests or other shipping documents for mercury lamps removed from the Project Site(s).

ARTICLE 12. TRAINING BY QESP

The QESP shall conduct the training program described in **Schedule V (QESP's Training Responsibilities)**. The Department shall not commence the inspection of the Equipment in preparation for executing the Certificate of Acceptance of All Installed Equipment until QESP completes the training specified in **Schedule V (QESP's Training Responsibilities)**. The QESP shall provide ongoing training whenever needed or appropriate with respect to updated or altered Equipment, including upgraded software. QESP shall provide the training at no charge to the Department and this training shall have no effect on the prior Certificate of Acceptance of All Installed Equipment.

POST-CONSTRUCTION PHASE

ARTICLE 13. EQUIPMENT SERVICE

Section 13.1. Actions by QESP

QESP shall provide all service, repairs, and adjustments to the Equipment installed under terms of this SOW pursuant to **Schedule BB (QESP's Maintenance Responsibilities)**. Department shall have no responsibility for any costs or expenses for Equipment service, repairs, and adjustments, except as set forth in **Schedule J (Compensation to QESP for Annual Services)**, provided, however, that when the need for maintenance or repairs principally arises due to damage caused by the Department or any employee or other agent of Department, and QESP can demonstrate a causal connection between the damage and the Department actions, QESP may charge Department for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

Section 13.2. Malfunctions and Emergencies

Department shall use its best efforts to notify the QESP or its designated sub-contractors within 24 hours after the Department's actual knowledge and occurrence of: (i) any malfunction, alteration or modification in the operation of the Equipment or any preexisting energy related equipment that has a material impact upon the Energy Cost Savings Guarantee or (ii) any interruption or alteration to the energy supply to the Project Site(s).

Where Department exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration, it shall be deemed to be not at fault in failing to correctly identify such conditions as having a material impact upon the Energy Cost Savings Guarantee. Department shall notify QESP within twenty-four (24) hours upon its having actual knowledge of any such condition affecting the Equipment. QESP shall respond or cause its designee(s) to respond within [REDACTED] hours and shall proceed immediately with corrective measures. Any telephonic notice of such conditions by Department shall be followed within three business days by written notice to QESP from Department. If Department unreasonably delays in so notifying QESP of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, QESP may charge Department for its loss, due to the delay, associated with the Energy Cost Savings Guarantee under this SOW for the particular time period, provided that QESP is able to show the direct causal connection between the delay and the loss.

The QESP will provide a written record of all Service performed. This record will indicate the reason for the service, description of the problem and the corrective action performed.

Section 13.3. Actions by Department

Department shall not move, remove, modify, alter, or change in any way any part of or all of the Equipment without the prior written approval of QESP except as set forth in **Schedule CC (Department's Maintenance Responsibilities)**. Notwithstanding the foregoing, Department may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify QESP before taking any such actions. In the event of such an emergency, Department shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by QESP. Department agrees to maintain the Project Site(s) in good repair and to protect and preserve all portions which may in any way affect the operation or maintenance of the Equipment.

ARTICLE 14. MODIFICATION, UPGRADE OR ALTERATION OF THE EQUIPMENT

Section 14.1. Modification or Other Handling of Equipment

During the term of this SOW, Department shall not move, remove, modify, alter, or change in any way any part of or all of the Equipment without the prior written approval of QESP except as set forth in **Schedule CC (Department's Maintenance Responsibilities)**.

Section 14.2. Upgrade or Alteration of Equipment

QESP shall at all times have the right, subject to Department's prior written approval, which approval shall not be unreasonably withheld, to change the Equipment, revise any procedures for the operation of the Equipment or implement other ESMs in the Project Site(s), provided that: (i) the QESP complies with the standards of comfort and services set forth in **Schedule U (Standards of Comfort)**; (ii) such modifications or additions to, or replacement of the Equipment, and any operational changes, or new procedures are necessary to enable the QESP to achieve the Energy Cost Savings Guarantee at the Project Site(s) and; (iii) any cost incurred

relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of the QESP.

All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental schedule(s) to be provided to the Department for approval, which shall not be unreasonably withheld, provided that any replacement of the Equipment shall, unless otherwise agreed, be new Equipment and have equal or better potential to reduce energy consumption at the Project Site(s) than the Equipment being replaced. The QESP shall have the right to update any and all software to be used in connection with the Equipment in accordance with the provisions of **Section 17.1 (Ownership of Certain Proprietary Rights)** and **Schedule BB (QESP's Maintenance Responsibilities)**. All replacements of and alterations or additions to the Equipment shall become part the Equipment described in **Schedule R (Equipment to be Installed by QESP)** and shall be covered by the provisions and terms of **Article 8 (Construction Schedule and Equipment Installation; Approval)**.

ARTICLE 15. MATERIAL CHANGES

Section 15.1. Reported Material Changes; Notice by Department

The Department shall use its best efforts to deliver to the QESP a written notice describing all proposed Material Changes in the Project Site(s) or in the operations of the Project Site(s) at least days before any proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to the QESP of Material Changes which result from a bona fide emergency or other situation which precludes advance notification shall be deemed to be sufficient notice under this section if given by the Department within hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Department to have occurred.

Section 15.2. Other Adjustments

Both parties have a vested interest in meeting the Energy Cost Savings Guarantee of the SOW. As such, at the request of the Department the QESP shall cooperate as necessary or appropriate to investigate, identify and correct any changes that prevent the Energy Cost Savings Guarantee from being realized. As a result of such investigation, QESP and Department shall determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in **Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Report Requirements)** and **Schedule B (Baseline Energy Consumption; Methodology to Adjust Baseline)**.

ARTICLE 16. PERFORMANCE BY QESP

Section 16.1. Corrective Action; Accuracy of the Services

QESP shall perform all Work in such a manner so as not to damage the structural integrity of the Project Site(s) or their operating systems and so as to conform to the standards set forth in

Schedule U (Standards of Comfort) and the construction schedule specified in **Schedule S (Construction and Installation Schedule)**. QESP shall repair and restore to its original condition any area which it damages or otherwise disturbs in the course of performing Work under this SOW. The Department reserves the right to review the Work performed by QESP as the Work progresses and to direct QESP to take certain corrective action if, in the opinion of the Department, the structural integrity of the Project Site(s) or its operating system is or will be damaged. All costs associated with such corrective action to damage caused by QESP's performance of the Work shall be borne by QESP.

QESP shall remain responsible for the professional and technical accuracy of all services performed, whether by the QESP or its subcontractors or others on its behalf, throughout the term of this SOW.

Section 16.2. Annual Reporting Requirements; Annual ENERGY STAR Rating

At the end of each year, as defined in **Schedule A (Energy Cost Savings Guarantee)**, during the guarantee period and no later than ninety (90) days thereafter, the QESP shall complete and submit the data required in **Schedule C (C.4 Annual M&V Reporting Requirements)**.

ADMINISTRATION

ARTICLE 17. OWNERSHIP OF CERTAIN PROPRIETARY RIGHTS; EXISTING EQUIPMENT

Section 17.1. Ownership of Certain Proprietary Property Rights

Department shall not, by virtue of this SOW, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Equipment. The QESP shall either grant to the Department or cause the Department to be granted, as applicable, a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the Department to continue to operate, maintain, and repair the Equipment in a manner that will yield Energy Cost Savings Guarantee for the specified SOW term. QESP shall not be liable for providing new versions of software or other enhancements if or unless such new versions or enhancements are necessary to achieve the Energy Cost Savings Guarantee.

Section 17.2. Ownership and Removal of Existing Goods

The Department holds all Title to the Goods located at the Project Site(s) at the time of execution of this SOW. The Department shall retain Title to the Goods even if the Goods are replaced or their operation made unnecessary by Work pursuant to this SOW. If applicable, QESP shall advise the Department in writing of all Goods to be replaced at the Project Site(s) and the Department shall, within [REDACTED] days, designate in writing to the QESP which Goods the Department agrees are to be replaced and which the QESP shall remove to a location which the

Department selects. The Department shall be responsible for and designate the storage site for any Goods that shall remain on the Project Site(s).

ARTICLE 18. MATERIAL BREACH

Section 18.1. Events of Material Breach by Department

Any failure by Department to pay QESP any sum due and owing for more than [redacted] days after written notification by QESP that Department is delinquent in making payment, shall constitute a Material Breach, provided that QESP is not itself in default in its performance under the terms of this SOW.

Section 18.2. Events of Material Breach by QESP

Each of the following events or conditions shall constitute a Material Breach of the Contract by QESP:

- (i) the standards of comfort and service set forth in **Schedule U (Standards of Comfort)** are not met due to failure of QESP to properly design, install, maintain, repair or adjust the Equipment, except that such failure, if corrected or cured within [redacted] days after written notice by Department to QESP demanding that such failure be cured, shall be deemed to be cured for purposes of this SOW;
- (ii) failure to furnish and install the Equipment and make it ready for use within the time specified by this SOW as set forth in **Schedule R (Equipment to be Installed by QESP)** and **Schedule S (Construction and Installation Schedule)**; and
- (iii) failure by the QESP to pay any amount due the Department as set forth in **Schedule A (Energy Cost Savings Guarantee)**.

ARTICLE 19. ASSIGNMENT

The QESP acknowledges that the Department is induced to enter into this SOW by, among other things, the professional qualifications of the QESP. Accordingly, no part of this SOW or any rights or obligations which it may create may be assigned in whole or in part to any other person or entity, without the prior written approval of the Department. If QESP makes an unapproved assignment, then the Department, at its sole option, may unilaterally deem that purported assignment to be, and it shall be, void and unenforceable *ab initio* without regard to Department's acts or course of conduct after becoming aware of the QESP's purported assignment, and declare the QESP to be in Material Breach.

Section 19.1. Assignment by QESP

If Department consents to an assignment, the consent shall be on the express condition precedent that the assignee agree to be bound to all of the terms and conditions of the Contract and this SOW. Accordingly, the assignment shall provide that upon the assignment and assumption, the

assignee shall be (a) vested with the rights and privileges previously belonging to the QESP; (b) bound by all of the duties and obligations of the QESP; and (c) responsible for any and all Claims arising out of the Contract and SOW as if the assignee had executed and delivered the Contract and had been the QESP from the effective date of the Contract. Further, the assignment shall also include a provision prohibiting the assignee from further assigning, or sub-subcontracting, any of its obligations without the prior written consent of the QESP, which the QESP shall not grant without the prior written approval of the Department.

Section 19.2. Assignment by Department

Department may transfer or assign all or part of the Project Site(s) to another party. Upon and after such a transfer or assignment all obligations and liabilities of the Department shall terminate and such obligations and liabilities shall be the responsibility of the transferee or assignee to the extent of the Project Site(s) being transferred or assigned, except such as may have arisen from a breach by Department of any terms, covenants or conditions of the Contract during the period that the Department was the owner of and in possession of the Project Site(s).

ARTICLE 20. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 20.1. Department Warranty

Department represents and warrants that:

- (i) it has provided or shall provide timely to QESP, all records relating to energy usage and energy-related maintenance of Project Site(s) requested by QESP; and
- (ii) it has not entered into any other agreement or SOWs with other persons or entities concerning ESMS or the provision of energy management or Equipment maintenance services for the Project Site(s). Department shall provide QESP with copies of any successor or additional leases of energy efficiency equipment or contracts for management or servicing of preexisting equipment at Project Site(s), which may be executed from time to time within days after their execution.

Section 20.2. QESP Warranty

QESP represents and warrants that:

- (i) it shall ensure that any subcontractors that it uses shall be qualified subcontractors who are licensed and bonded in the State of Connecticut to perform the Work subcontracted to them under this SOW;
- (ii) the Equipment will meet or exceed the provisions set forth in **Section 8.2 (Systems Start Up and Equipment Commissioning)** and in **Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment)**; and

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- (iii) the Equipment is or will be compatible with all mechanical and electrical systems, subsystems, or components with which the Equipment interacts, and that, as installed, neither the Equipment nor such other systems, subsystems, or components will materially adversely affect each other as a direct or indirect result of Equipment installation, operation or maintenance.

ARTICLE 21. MICELLANEOUS DOCUMENTATION PROVISIONS

Section 21.1. Waiver of Liens, Construction Performance and Payment Bonds, Labor and Material Payment Bonds

The QESP shall not begin any Performance until the QESP shall have delivered to the Department such performance and labor and material bonds as the Department may require.

Section 21.2 Department's Responsibilities

(a) Department's Maintenance Responsibilities

Department agrees that it shall adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth in **Schedule CC (Department's Maintenance Responsibilities)** after Department delivers to the QESP a Notice of Substantial Completion of ESM.

(b) Inspection of Project Site(s)

QESP shall have the right once a month, with prior notice, to inspect Project Site(s) to determine if Department is complying, and shall have complied with its obligations as set forth in this **Section**. For the purpose of determining Department's compliance, the checklist set forth in **Schedule DD (Facility Maintenance Checklist)**, shall be used to measure and record determination of Department's said compliance. Department shall make the Project Site(s) available to QESP for and during each monthly inspection, and shall have the right to witness each inspection alongside QESP and QESP's recordation on the checklist. Department may complete its own checklist at the same time. QESP shall not interfere with the Department's operations during any monthly inspection.

Section 21.3. Liens and Waiver of Liens

- (i) If any part of the Work shall become subject to any vendor's, mechanic's, laborer's, materialman's or other lien or encumbrance (collectively, "Liens") based upon the delivery of the Work, the QESP shall cause any or all of the Liens to be discharged of record at its sole cost and expense prior to the Commencement Date or, if not of record at that time, then within one hundred twenty (120) calendar days after it receives notice of the Liens.
- (ii) Lien waiver certificates, in a form and substance satisfactory to the Department, shall be submitted by the QESP with all payment requests certifying that the Work is free and

clear of all Liens and any other encumbrance for any part of the Work completed. QESP shall also provide Lien waivers at the time of the Commencement Date in a form and substance satisfactory to the Department that, upon completion and acceptance of the Work, the Work is free and clear of all Liens. If any person or entity refuses to furnish a release or waiver, the QESP shall, at the request of the Department, furnish a bond satisfactory to the Department to indemnify the Department against any potential Lien. If a Lien remains unsatisfied after payments are made, then the QESP shall refund to the Department all moneys that they may be compelled to pay in discharging the Lien, including all costs and reasonable attorney's fees, no later than thirty (30) days after receiving a written refund request from the Department. The Department may withhold amounts due to the QESP as it deems to be necessary or appropriate to protect the Department against any losses arising out of the outstanding Liens or claims of former Lien holders and to reimburse the Department for any costs and expenses incurred in the satisfaction and discharge of the Liens and, in required, the procuring of similar Work.

- (iii) Notwithstanding the provisions of this Liens and Waiver of Liens Section, a Municipality may execute and deliver financing documents and instruments in connection with a Municipality's SOW that allow the filing of Liens for purposes of securing the interests of the financing institution involved in that Municipal transaction. If so, then this Section shall be read and interpreted to allow the filing of Liens in accordance with the provisions of the financing-related documents and instruments, but only as applicable to and for purposes of the Municipality's SOW.

ARTICLE 22. TERMINATION

- (i) Notwithstanding any provisions in this SOW, the Department, through a duly authorized employee, may Terminate the SOW whenever the Department makes a written determination that such Termination is in the best interests of the Department. The Department shall notify the Contractor in writing of Termination pursuant to this Article, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance prior to such date.
- (ii) Notwithstanding any provisions in this SOW, the Department, through a duly authorized employee, may Terminate the SOW for a Material Breach, but only after making a written determination that the Contractor is in Material Breach under the Material Breach Article of this SOW.
- (iii) The Department shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Department for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Department, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the appropriate Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the SOW or fifteen (15) days after the Contractor receives a written request from the Department for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

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- (iv) Upon receipt of a written notice of Termination from the Department, the Contractor shall cease operations as the Department directs in the notice, and take all actions that are necessary or appropriate, or that the Department may reasonably direct, for the protection, and preservation of the Equipment and any other property. Except for any work which the Department directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (v) The Department shall, within forty-five (45) days of the effective date of Termination, and if appropriate in accordance with Exhibit D, Cost and Pricing, reimburse the Contractor for its Performance to the extent rendered and accepted by the Department and that is appropriate in accordance with the applicable Final Exhibits. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits or for any anticipated Performance. Upon request by the Department, the Contractor shall assign to the Department, or any replacement contractor which the Department designates, all subcontracts, purchase orders and other commitments, deliver to the Department all Records and other information pertaining to its Performance, and remove from Department premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Department may request.
 - (vi) Upon Termination of the SOW, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which may survive Termination. All representations, warranties, agreements and rights of the parties under the SOW shall survive such Termination to the extent not otherwise limited in the Contract or SOW and without each one of them having to be specifically mentioned in the Contract or SOW.
 - (vii) Termination of the SOW pursuant to this Article shall not be deemed to be a breach of contract by the Department.

ARTICLE 23. COMPLETE SOW

This SOW, when executed, together with all Schedules attached or to be attached, as provided for by this SOW shall constitute the entire SOW between both parties and this SOW may not be amended, modified, or terminated except in writing and signed by the parties.

The parties are signing this SOW Final Exhibit A, which is and shall remain subject to the Contract, on the date below their respective signatures.

[QESP NAME]

[DEPARTMENT NAME]

By: _____

By: _____

Print Name

Print Name

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A, Attachment 1

Energy-Savings Performance Project SOW Schedules

Schedule A	Energy Cost Savings Guarantee
Schedule B	Baseline Energy Consumption; Methodology to Adjust Baseline
Schedule C	Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements
Schedule D-G	Left blank for optional schedules
Schedule H	Final Project Cost & Project Cash Flow Analysis
Schedule I	Financing Agreement and Payment Schedule
Schedule J	Compensation to QESP for Annual Services
Schedule K	Rebates, Incentives and Grants
Schedule L-P	Left blank for optional schedules
Schedule Q	Description of Project Site(s); Pre-Existing Equipment Inventory
Schedule R	Equipment to be Installed by QESP
Schedule S	Construction and Installation Schedule
Schedule T	Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment
Schedule U	Standards of Comfort
Schedule V	QESP's Training Responsibilities
Schedule W-AA	Left blank for optional schedules
Schedule BB	QESP's Maintenance Responsibilities
Schedule CC	Department's Maintenance Responsibilities
Schedule DD	Facility Maintenance Checklist
Schedules EE – II	Left blank for optional schedules

SCHEDULE A
ENERGY COST SAVINGS GUARANTEE

This Schedule A sets forth all provisions and conditions of the QESP's Energy and Cost Savings Guarantee (the "Guarantee"), including defining the year for purposes of the "Annual Performance Requirements" subsection of the "Performance by QESP" Section of the SOW. The Guarantee shall be defined in units of energy to be saved for the term of the SOW and specify energy and cost savings guarantees on an annual basis for each Energy-Savings Measure.

SCHEDULE B
BASELINE ENERGY CONSUMPTION; METHODOLOGY TO ADJUST BASELINE

This Schedule B describes the baseline from which the ESMs will be measured and the methodology for adjusting that baseline.

B.1. BASELINE ENERGY CONSUMPTION

B.1.1 QESP shall establish the baseline for measuring and calculating Operation and Maintenance Cost Savings and Utility Cost Savings in accordance with these items:

- (1) the following variables, including but not limited to weather, operating hours, set point changes, etc.:
- (2) each variable identified in B.1.1(1) quantified such as measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc., as follows:
- (3) Key system performance factors characterizing the baseline conditions are the following (including factors such as comfort conditions, lighting intensities, temperature set points, etc.):
- (4) The requirements for Department's witnessing of measurements are the following:
- (5) Details of the baseline data collected are the following:
 - a) parameters monitored;
 - b) details of Equipment monitored (location, type, model, quantity, etc.);
 - c) sampling plan (including details of usage groups and sample sizes);
 - d) duration, frequency, interval, and seasonal or other requirements of measurements;
 - e) personnel, dates, and times of measurements;
 - f) proof of Department's witnessing of measurements (if required);
 - g) monitoring equipment used;
 - h) installation requirements for monitoring equipment (test plug for temperature sensors, straight pipe for flow measurement etc.);
 - i) certification of calibration/calibration procedures followed;

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- j) expected accuracy of measurements/monitoring equipment;
 - k) quality control procedures used;
 - l) form of data (XLS, CSV, etc.);
 - m) results of measurements; and
 - n) completed data collection forms, if used.
- (6) The details of baseline data analysis performed are the following, which include analysis using results of measurements, weather normalized regressions, weather data used and source of data:

B.2 METHODOLOGY TO ADJUST BASELINE

QESP shall use the following methodologies to adjust the baseline to account for the prevailing conditions (such as weather, billing days, occupancy, etc.) during the term of the SOW:

The methodologies used to adjust the baseline shall be based on nationally accepted engineering practices relative to the particular ESM.

SCHEDULE C
SAVINGS MEASUREMENT AND VERIFICATION PLAN; POST-RETROFIT M&V PLAN; ANNUAL M&V REPORTING REQUIREMENTS

This Schedule C describes the information that the QESP shall provide for each of the following phases of M&V planning: Savings M&V Plan, Post-Installation M&V Plan, and Annual M&V Reporting Requirements. The methodology used shall conform to the latest version of the *International Performance Monitoring and Verification Protocol (IPMVP)* as the basis of the savings calculation and verification methodology.

Components of the M&V Plans

C.1 Savings M&V Plan

C.1.1 Executive Summary

- Savings M&V Plan Overview (narrative)
- Risk, Responsibility, and Performance Matrix (table)
- M&V Plan and Savings Calculation Methods Overview (narrative)
- Proposed Annual Energy Cost Savings Guarantee Overview (table)
- Site Use and Savings Overview (table)
- Energy Star’s Portfolio Manager and Cash Flow Opportunity Calculator (tables and narrative)
- Schedule of Verification Reporting Activities (table)

C.1.2 Details for Each ESM

- ESM-Specific M&V Plan and Savings Calculation Methods (narrative)
- M&V Plan Summary (table)
- Proposed Annual Savings for each ESM (table)

C.2 Post-Installation M&V Plan

C.2.1 Executive Summary

- Post-Installation M&V Overview (narrative)
- Proposed Annual Energy Cost Savings Guarantee Overview (table)
- Expected Savings Overview for First Performance Year (table)
- Cost Savings for First Performance Year (table)
- Energy Star’s Portfolio Manager and Cash Flow Opportunity Calculator (tables and narrative)

C.2.2 Details for Each ESM

- ESM-Specific Post-Installation M&V Overview (narrative)
- Impact to Energy and Cost Savings from Changes Between Final Proposal and As-Built Conditions for each ESM (table)
- Expected Year 1 Savings for each ESM (table)

C.3 Annual M&V Reporting Requirements

C.3.1 Executive Summary

-
- Annual M&V Overview (narrative)
 - Annual Report Summary (table)
 - Proposed Annual Energy Cost Savings Guarantee Overview (table)
 - Verified Savings for Performance Year #X (table)
 - Verified Savings for Post-Acceptance Performance Period to Date (table)
 - Energy Star's Portfolio Manager and Cash Flow Opportunity Calculator (tables and narrative)

C.3.2 Details for Each ESM

- ESM-Specific Annual M&V Overview (narrative)
- Verified Annual Savings for each ESM for Performance Year #X (table)

C.1 SAVINGS MEASUREMENT AND VERIFICATION PLAN.

Based on the preliminary M&V planning Work done during the IGEA, QESP shall develop a comprehensive Savings M&V Plan in accordance with the items in this Section C.1. The information shall include charts and graphs, presented in a manner that is easily and readily understandable to Department employees with limited energy expertise. The data provided must clearly show how the savings compare to utility bills for all fuel types. In addition, the M&V Plan must show an analysis and justification for any Operation and Maintenance Cost Savings.

For all tables, include all applicable fuels/commodities for the project, e.g., electric energy, electric demand, natural gas, fuel oil, coal, water, etc., for each ESM.

C.1 Savings M&V Plan Components

C.1.1 Executive Summary

- Savings M&V Plan Overview (narrative)
- Risk, Responsibility, and Performance Matrix (table)
- M&V Plan and Savings Calculation Methods Overview (narrative)
- Proposed Annual Energy Cost Savings Guarantee Overview (table)
- Site Use and Savings Overview (table)
- Energy Star's Portfolio Manager and Cash Flow Opportunity Calculator (tables and narrative)
- Schedule of Verification Reporting Activities (table)

C.1.2 Details for Each ESM

- ESM-Specific M&V Plan and Savings Calculation Methods (narrative)
- M&V Plan Summary (table)
- Proposed Annual Savings for each ESM (table)

C.1.1 EXECUTIVE SUMMARY

QESP shall provide a Savings M&V Plan overview that summarizes all components outlined above and includes the following:

- describes the measurement, monitoring and calculation procedures used to verify and compute the energy savings of each ESM;

- identifies the methods that will be used to compare the amount of energy that would have been used without the project (referred to as the “baseline”) with the amount of energy that is actually used after installation of Equipment;
- describes all methods of measuring savings including engineering calculations, metering, Equipment run times, pre- and post- installation measurements, etc. each ESM;
- clarifies the methodology for converting energy savings into energy cost savings;
- specifies the utility rates to be used for the baseline and describes how calculations will be affected by changes in utility rates;
- identifies procedures for addressing clearly predictable annual variations (e.g., weather, billing days, occupancy, etc.) in the savings formulas;
- defines routine adjustments that will be made during the term of the SOW;
- identifies the conceptual approach that will be used to address non-routine adjustments (e.g., changes in production shifts, facility closures, adding new wings or loads); and
- identifies how permanent changes, such as square footage, will be handled.

QESP shall utilize the matrix below to specify its approach to key variables related to M&V.

CLARIFICATION OF KEY M&V VARIABLES	QESP's PROPOSED APPROACH
1. Financial	
a. Interest Rates: The timing of the SOW signing may impact the available interest rate and project cost. Describe all of the particulars concerning the interest rate and specify time period for which the proposed interest rate is valid.	
b. Construction Costs: The QESP is responsible for determining construction costs and defining a budget for cost-effective ESMs, which may change during project development. Clarify design standards and the design approval process (including changes) and how costs will be reviewed.	
c. M&V Verification: The Department shall determine the degree of verification required for the M&V program and energy savings determinations prior to QESP's submission of final proposal. Clarify how energy savings will be verified (e.g., Equipment performance, operational factors, energy use) and the impact on M&V costs.	
d. Operation and Maintenance Cost Savings: The project may include savings from <i>recurring costs</i> (based on actual spending reductions) and/or <i>one-time future replacement expenditures</i> (e.g., capital expenditures that were appropriated for future replacement of Equipment but will no longer be necessary). Clarify sources of operation and maintenance cost savings and how they will be verified.	
e. Delays: Clarify schedule and how the cost of delays will be addressed.	
f. Major Changes in Facility: Clarify Department's and QESP's responsibilities in the event of a premature facility closure, loss of funding, or other major change in facility use and the impact on M&V.	
2. Operational	
a. Operating Hours: Clarify whether operating hours are to be measured or stipulated and what the impact will be if they change. If the operating hours are stipulated, the baseline should be carefully documented and agreed to by both parties.	

b. Load: Clarify whether Equipment loads are to be measured or stipulated and what the impact will be if they change. If the Equipment loads are stipulated, the baseline should be carefully documented and agreed to by both parties.	
c. Weather: Clearly specify how weather fluctuations will be addressed in M&V.	
d. User Participation: Clarify what degree of user participation (e.g., control settings) is needed to generate savings and utilize monitoring and training to mitigate risk. If performance is stipulated, document and review assumptions carefully and consider M&V to confirm the capacity to save (e.g., confirm that the controls are functioning properly).	
3. Performance	
a. Equipment Performance: Clarify the QESP's and Department's responsibilities for initial and long-term performance of Equipment, how it will be verified, and what will be done if performance does not meet expectations.	
b. Operations: Clarify which party will perform Equipment operations, the implications of Equipment control, how changes in operating procedures will be handled, and how proper operations will be assured.	
c. Preventive Maintenance: Clarify who is responsible for performing long-term preventive maintenance to maintain operational performance throughout the term of the SOW. Clarify how long-term preventive maintenance will be assured, especially if the party responsible for long-term performance is not responsible for maintenance (e.g., QESP provides maintenance checklist and reporting frequency). Clarify what will be done if inadequate preventive maintenance impacts performance.	
d. Equipment Repair and Replacement: Clarify who is responsible for performing replacement of failed components or Equipment replacement throughout the term of the SOW. Specifically address potential impacts on performance due to Equipment failure. Specify expected Equipment life and warranties for all installed Equipment. Discuss replacement responsibility when Equipment life is shorter than the term of the SOW.	

M&V Plan and Savings Calculation Methods Overview

Using the tables below and any graphs and charts, QESP shall provide a narrative description that summarizes how savings will be calculated.

Proposed Annual Energy Cost Savings Guarantee Overview Table

ESM	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Total savings									
First Year Guaranteed Energy Cost Savings: \$									

Notes
 *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.
 MMBtu=10⁶ Btu.
 **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).

Site Energy Use and Savings Overview Table

	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**
Total proposed project savings						
Baseline usage for entire site**						
% Total site usage saved						
<hr/>						
Project square footage (KSF)						
Total site square footage (KSF)						
% Total site area affected						
<hr/>						
<p>Notes MMBtu=10⁶ Btu *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh). KSF = 10³ square feet.</p>						

Energy Star’s Portfolio Manager and Cash Flow Opportunity Calculator

QESP shall assist Department in establishing an Environmental Protection Agency (EPA) Energy Star Portfolio Manager account for each building in the Project Site and share (in read only format) such account with the State of Connecticut Master Account, as specified by DEEP. QESP shall create a table that shows a pre-retrofit energy performance rating using the Energy Star Portfolio Manager, the weather normalized energy intensity in kBtu/SF, and an estimated post-retrofit energy performance rating for each building included in the SOW. If the building type is not eligible for rating in Portfolio Manager, provide the normalized source Energy Use Intensity (EUI).

QESP in consultations with the Department shall provide a completed Energy Star Cash Flow Opportunity Calculator (CFO Calculator) spreadsheet for the total project (including all facilities to be improved), with variables inserted that represent the most likely options available to the Department. The CFO Calculator will be provided in both hard copy and electronic format, to enable the Department to run its own analyses on financing options in the agreed format.

C.1.2 DETAILS FOR EACH ENERGY-SAVINGS MEASURE (ESM)

ESM-Specific M&V Plan and Savings Calculation Methods

The QESP shall identify all of the details for M&V and savings calculations for each ESM. To that end, QESP shall develop a plan that includes the following information for each ESM.

M&V Overview

- Summary of the scope of Work, location, and how Energy and Cost Savings are generated. Description of the source of all savings including energy, water, operation and maintenance, and other (if applicable).
- Specifics regarding the M&V guideline and option used from the International Performance Measurement and Verification Protocol (IPMVP).
- An overview of M&V activities for ESM which explains the intent of M&V Plan, including what is being verified.
- An overview of savings calculations methods for ESM including a general description of analysis methods used for Energy and Cost Savings calculations.

Proposed Energy and Water Savings Calculations and Methodology

- A detailed description of analysis methodology used which describes any data manipulation or analysis that was conducted prior to applying savings calculations.
- A detailed description of any energy models used and discussion of how modeling analysis was used in calculating energy and water saving, including: a complete list of all of the inputs used for the model, a document with a table for each major occupancy and all of the inputs for each occupancy, and a complete list of all variables input and assumptions made by the software or the individual using the model. All assumptions and sources of data, including all stipulated values used in calculations.
- All equations and technical details of the calculations made.
- Details of any savings or baseline adjustments that may be required.
- Details of utility rates used to calculate cost savings. Provide post-acceptance performance period utility rate adjustment factors.
- Details regarding proposed savings for this ESM for post-acceptance performance period. This shall include the table below entitled “Proposed Annual Savings for Each ESM.”

Operations and Maintenance Cost Savings

- Any and all justification for Operations and Maintenance Cost Savings. Descriptions shall include how savings are generated and detail cost savings calculations.
- Details of post-acceptance performance period
- Other cost savings adjustment factors.

Details of other savings (if applicable)

- All explanations and justification for other cost savings. Specifics regarding how savings are generated. Detail cost savings calculations.
- Details of post-acceptance performance period other cost savings adjustment factors.

Post-Installation M&V Activities

- Describe the intent of post-installation verification activities, including what will be verified.
- Describe variables affecting post-installation energy or water use. Include variables such as weather, operating hours, set point changes, etc. Describe how each variable will be quantified, i.e., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.

- Define key system performance factors characterizing the post-installation conditions such as lighting intensities, temperature set points, etc.
- Define requirements for Department witnessing of measurements..
- Provide details of post-installation data to be collected, including: parameters to be monitored; details of Equipment to be monitored (location, type, model, quantity, etc.); sampling plan, including details of usage groups and sample sizes; duration, frequency, interval, and seasonal or other requirements of measurements; monitoring Equipment to be used; installation requirements for monitoring Equipment; calibration requirements and procedures; expected accuracy of measurements/monitoring Equipment; quality control procedures to be used; form of data to be collected (XLS, CSV, etc.); sample data collection forms (optional).
- Detail data analysis to be performed.

Post-Acceptance Performance Period Verification Activities

- Describe variables affecting post-acceptance performance period energy or water use. Include variables such as weather, operating hours, set point changes, etc. Describe how each variable will be quantified, i.e., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.
- Define key system performance factors characterizing the post-acceptance performance period conditions. Include factors such as comfort conditions, lighting intensities, temperature set points, etc.
- Describe the intent of post-acceptance performance period verification activities and specify what will be verified.
- Provide detailed schedule of post-acceptance performance period verification activities and inspections.
- Define requirements for Department witnessing of measurements..
- Provide details of post-acceptance performance period data to be collected, including: parameters to be monitored; details of Equipment to be monitored (location, type, model, quantity, etc.); sampling plan, including details of usage groups and sample sizes; duration, frequency, interval, and seasonal or other requirements of measurements; monitoring Equipment to be used; installation requirements for monitoring Equipment; calibration requirements and procedures; expected accuracy of measurements/monitoring Equipment; quality control procedures to be used; form of data to be collected (XLS, CSV, etc.); sample data collection forms (optional).
- Detail data analysis to be performed.
- Define operation and maintenance and repair reporting requirements.
- Detail verification activities and reporting responsibilities of Department and QESP on operations and maintenance items.
- Define reporting schedule.

M&V Plan Summary Table

ESM Number*	ESM Description	M&V Option Used**	Summary of M&V Plan

*Assign a number to identify each ESM.

**M&V options include A, B, C, and D of the International Performance Measurement and Verification Protocol (IPMVP).

Proposed Annual Energy and Cost Savings for Each ESM Table

ESM Number***: ESM Description													
	Total energy use (MMBtu/yr)	Electric energy use (kWh/yr)	Electric energy cost, Year 1 (\$/yr)	Electric demand* (kW/yr)	Electric demand cost, Year 1 (\$/yr)	Natural gas use (MMBtu/yr)**	Natural gas cost, Year 1 (\$/yr)	Water use (gallons/yr)	Water cost, Year 1 (\$/yr)	Other energy use (MMBtu/yr)**	Other energy cost, Year 1 (\$/yr)	Other energy-related O&M costs, Year 1 (\$/yr)	Total costs, Year 1 (\$/yr)
Baseline use													
Post-installation use													
Savings													
Notes													
*Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.													
MMBtu = 10 ⁶ Btu.													
**If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).													
***Assign a number to identify each ESM.													

C.2 POST-INSTALLATION M&V PLAN

QESP shall develop a comprehensive Post-Installation M&V Plan that updates the Savings M&V Plan and includes detailed measurements, monitoring, and inspections as well as the information outlined below. The information must be presented in a manner that is easily and readily understandable to Department employees with minimal energy expertise and it must clearly show how the savings compare to utility bills for all fuel types. Charts and graphs should be added to assist in communicating this M&V data.

For all tables, include all applicable fuels/commodities for the project, e.g., electric energy, electric demand, natural gas, fuel oil, coal, water, etc., for each ESM.

C.2 Post-Installation M&V Plan Components

C.2.1 Executive Summary

- Post-Installation M&V Overview (narrative)
- Proposed Annual Energy Cost Savings Overview (table)
- Expected Savings Overview for First Performance Year (table)
- Guaranteed Energy Cost Savings for First Performance Year (table)
- Energy Star’s Portfolio Manager and Cash Flow Opportunity Calculator (tables and narrative)

C.2.2 Details for Each ESM

-
- ESM-Specific Post-Installation M&V Overview (narrative)
 - Impact to Energy and Cost Savings from Changes Between Final Proposal and As-Built Conditions for each ESM (table)
 - Expected Year 1 Savings for each ESM (table)

C.2.1 EXECUTIVE SUMMARY

Post-Installation M&V Overview

QESP shall deliver a post-installation M&V report to Department on or before _____ that includes the information in this section C.2.1. Department shall have thirty (30) days from the date that it receives the report to review and respond to the report.

Post-Acceptance Performance Period Dates Covered: _____ to _____

Project Background

- Dates of relevant SOW modifications
- Post-acceptance performance period dates covered
- Project acceptance date (actual or expected)

Brief Project and ESM Descriptions

- An overview of what was done and how savings are generated
- QESP shall clearly note any changes in project scope between the final proposal (including any relevant SOW modifications) and as-built conditions

Proposed and expected energy and cost savings for Year 1 of the post-acceptance performance period

- Proposed annual savings overview
- QESP shall compare expected savings for first performance year to first year guaranteed Energy Cost Savings. State whether Energy Cost Savings Guarantee is expected to be fulfilled for first year.

Energy, Water, and O&M Rate Data

- Detail utility rates used to calculate energy and cost savings for this period.
- Provide post-acceptance performance period rate adjustment factors for energy, water, and O&M cost savings, if used.
- Report actual utility rates at site for same period (optional).

Savings Adjustments

- Provide summary of any energy and cost savings adjustments required between final proposal (including any relevant SOW modifications) and as-built conditions.
- Describe the impact in changes between the final proposal (including any relevant SOW modifications) and as-built conditions based on post-installation M&V results.

Construction Period Savings

- Provide a summary of construction period savings, if applicable.
- Provide overview of how construction period savings are calculated.

Status of Rebates - Include if applicable.

- Provide a summary of the source of any third-party rebates or incentives provided on this project.
- Provide status of any third-party rebates or incentives.

Expected savings are predicted for the first year based on post-installation M&V activities. Verified savings for first year of post-acceptance performance period will be documented in annual report. The proposed savings for each ESM are included in the SOW.

Proposed Annual Energy Cost Savings Overview Table

ESM	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Total savings									

Notes
MMBtu=10⁶ Btu.
*Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.
**If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).

Expected Energy and Cost Savings Overview for 1st Performance Year Table

ESM	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Total savings									

Notes
MMBtu=10⁶ Btu.
*Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.
**If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).

Guaranteed Energy Cost Savings for First Performance Year

First Year Guaranteed Energy Cost Savings:	\$
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Energy Star’s Portfolio Manager and Cash Flow Opportunity Calculator

QESP shall create a table that shows an updated energy performance rating using the Energy Star Portfolio Manager and the weather normalized energy intensity in kBtu/SF for each building in the Project Site. QESP shall include the table in this section of the final, executed SOW. If the building type is not eligible for rating in Portfolio Manager, QESP shall provide the updated normalized source Energy Use Intensity (EUI).

QESP shall include the completed Energy Star Cash Flow Opportunity Calculator (CFO Calculator) spreadsheet for the total project (including all facilities to be improved) and provide narrative to address the potential costs of project delays that have occurred or are likely to occur.

C.2.2 DETAILS FOR EACH ESM

ESM-Specific Post-Installation M&V Overview

QESP shall develop a report that includes the following information for each ESM.

Overview of ESM, M&V Plan, and Savings Calculation for ESM

- Summarize the scope of Work, location, and how energy and cost savings are generated.
- Describe source of all savings including energy, water, O&M, and other (if applicable).
- Provide an overview of M&V activities for ESM. Explain the intent of M&V plan, including what is being verified.
- Provide an overview of Savings Calculation Methods for ESM. Provide a general description of analysis methods used for savings calculations.

Installation Verification

- Detail any changes between final proposal (including any relevant SOW modifications) and as-built conditions.
- Provide details of energy and cost savings impact from changes between final proposal (including any relevant SOW modifications) and as-built conditions based on post-installation M&V results. Include impact to energy and cost savings from changes between final proposal and as-built conditions for each ESM.
- Describe construction period savings (if applicable). Include date ESM was in effect, and reference acceptance documentation.
- Detail savings calculations for construction period savings.

Post-Installation M&V Activities Conducted - Detail measurements, monitoring, and inspections conducted in accordance with M&V plan (include all that apply for each one):

- Measurement equipment used.
- Equipment calibration documentation.
- Dates/times of data collection or inspections, names of personnel, and documentation of Department witnessing of the post-installation M&V activities.
- Details to confirm adherence to sampling plan.
- Include all post-installation measured values. Include periods of monitoring and durations and frequency of measurements. (Use appendix and electronic format as necessary). Include description of data format (headings, units, etc.).
- Describe how performance criteria have been met.
- Detail any performance deficiencies that need to be addressed by QESP or Department.

- Note impact of performance deficiencies or enhancements on generation of savings.

Expected Savings Calculations and Methodology

- Provide detailed description of analysis methodology used. Describe any data manipulation or analysis that was conducted prior to applying savings calculations.
- Detail all assumptions and sources of data, including all stipulated values used in calculations.
- Include equations and technical details of all calculations made.
- Details of any baseline or savings adjustments made.
- Detail energy and water rates used to calculate cost savings. Provide post-acceptance performance period energy and water rate adjustment factors, if used. Report actual energy and water rates at site for same period (optional).
- Detail expected savings for this energy conservation measure for first year. Include Expected Year 1 Savings for ESM.

Details of O&M Savings (if applicable)

- Describe source of savings.
- Describe verification activities.
- Provide post-acceptance performance period O&M cost savings adjustment factors, if applicable.

Details of other savings (if applicable)

- Describe source of savings.
- Describe verification activities.
- Provide post-acceptance performance period adjustment factors, if applicable.

Expected savings are prediction for first year based on post-installation M&V activities. Verified savings for first year of post-acceptance performance period will be documented in the annual report. The proposed savings for each ESM are included in the SOW.

Impact to Energy and Cost Savings from Changes between Final Proposal and As-built Conditions for Each ESM Table

	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric energy cost savings, Year 1 (\$/yr)	Electric demand savings* (kW/yr)	Electric demand cost savings, Year 1 (\$/yr)	Natural gas savings (MMBtu/yr)**	Natural gas cost savings, Year 1 (\$/yr)	Water savings (gallons/yr)	Water cost savings, Year 1 (\$/yr)	Other energy savings (MMBtu/yr)**	Other energy cost savings, Year 1 (\$/yr)	Other energy - related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Proposed													
Expected													
Variance													

Notes
 MMBtu = 10⁶ Btu.
 *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.
 **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).

Expected Year 1 Energy and Cost Savings for each ESM Table

	Total energy use (MMBtu/yr)	Electric energy use (kWh/yr)	Electric energy cost (\$/yr)	Electric demand* (kW/yr)	Electric demand cost (\$/yr)	Natural gas use (MMBtu/yr)**	Natural gas cost (\$/yr)	Water use (gallons/yr)	Water cost (\$/yr)	Other energy use (MMBtu/yr)**	Other energy cost (\$/yr)	Other energy - related O&M costs (\$/yr)	Total costs (\$/yr)
Baseline use													
Post-installation use													
Savings													

Notes
 MMBtu = 10⁶ Btu.
 *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.
 **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).

C.3 ANNUAL M&V REPORTING REQUIREMENTS

QESP shall develop a comprehensive Annual M&V Report that summarizes the Energy Cost Savings (in dollars and MMBtus) for the annual reporting period. QESP shall deliver this report to Department on or before _____ that includes the information in this section C.3. Department shall have thirty (30) days from the date that it receives the report to review and respond to the report. QESP shall provide the information outlined below and include charts and graphs. The information shall be presented in a manner that is easily and readily understandable to Department employees with minimal energy expertise and it shall clearly identify how the savings compare to utility bills for all fuel types. The data for all tables, shall include all applicable fuels/commodities for the project, e.g., electric energy, electric demand, natural gas, fuel oil, coal, water, etc., for each ESM.

C.3 Annual M&V Reporting Requirements Components

C.3.1 Executive Summary

- Annual M&V Overview (narrative)
- Annual Report Summary (table)
- Proposed Annual Energy Cost Savings Overview (table)
- Verified Savings for Performance Year #X (table)
- Verified Savings for Post-Acceptance Performance Period to Date (table)
- Energy Star’s Portfolio Manager and Cash Flow Opportunity Calculator (tables and narrative)

C.3.2 Details for Each ESM

- ESM-Specific Annual M&V Overview (narrative)
- Verified Annual Savings for each ESM for Performance Year #X (table)

C.3.1 EXECUTIVE SUMMARY

Annual M&V Overview

QESP shall deliver a report that includes the following information:

Post-Acceptance Performance Period Dates Covered: _____ to _____
SOW year #: _____

Project Background - Provide an overview of project background, including:

- Date of SOW Execution and primary parties to the SOW
- Dates of relevant SOW modifications
- Post-acceptance performance period dates covered
- Project acceptance date (actual or expected)

Brief Project and ESM Descriptions - Provide an overview including what was done and how savings are generated.

Summary of proposed and verified energy and cost savings

- Compare verified savings for Performance Year # to Energy Cost Savings Guarantee for Year #. State whether Energy Cost Savings Guarantee is fulfilled for year. If not, provide detailed explanation.
- Define post-acceptance performance period.
- Include Proposed Annual Savings Overview.

Savings Adjustments - Provide summary of any energy and/or cost savings adjustments required.

Performance and O&M Issues

- Note impact of operating deficiencies or enhancements on generation of savings.
- Note impact of maintenance deficiencies on generation of savings.
- Detail any deficiencies needed to be addressed by QESP or Department.

Energy, Water, and O&M Rate Data

- Detail energy and water rates used to calculate cost savings for this period.
- Provide post-acceptance performance period rate adjustment factors for energy, water and O&M, if used.
- Report actual energy and water rates at site for same period (optional).

Verified Savings To Date - Include narrative to summarize the table showing verified savings to date.

Annual Report Summary Table

Department Name/Department Contact (Include Email and Phone Number)	
Facility Name/Facility Contact (Include Email and Phone Number)	
QESP Name/QESP Contact (Include Email and Phone Number)	
Total Square Footage of Project Site/SOW Start Date/SOW	

QESP shall create a table that shows annual updates for the energy performance rating using the Energy Star Portfolio Manager and the weather normalized energy intensity in kBtu/SF for each building in the Project Site. If the building type is not eligible for rating in Portfolio Manager, provide the updated normalized source Energy Use Intensity (EUI).

Include the completed Energy Star Cash Flow Opportunity Calculator (CFO Calculator) spreadsheet for the total project (including all facilities to be improved) and provide narrative to address the potential costs of project delays that have occurred during the past year or are likely to occur.

C.3.2 DETAILS FOR EACH ESM

ESM-Specific Annual M&V Overview

QESP shall deliver a report with the following information for each ESM:

Overview of ESM, M&V Plan, and Savings Calculation for ESM

- Summarize the scope of Work, location, and how Energy and Cost Savings are generated. Describe source of all savings including energy, water, O&M, and other (if applicable).
- Provide an overview of M&V activities for each ESM. Explain the intent of M&V plan, including what is being verified.
- Provide an overview of savings calculation methods for ESM. Provide a general description of analysis methods used for savings calculations.

M&V Activities Conducted This Period - Detail measurements, monitoring and inspections conducted this reporting period in accordance with M&V plan (include all that apply for each one):

- Measurement Equipment used.
- Equipment calibration documentation.
- Dates/times of data collection or inspections, names of personnel, and documentation of Department witnessing of _____.
- Details to confirm adherence to sampling plan.
- Include all measured values for this period. Include periods of monitoring and durations and frequency of measurements. (Use appendix and electronic format as necessary). Include description of data format (headings, units, etc.).
- Describe how performance criteria have been met.
- Detail any performance deficiencies that need to be addressed by QESP or Department.
- Note impact of performance deficiencies or enhancements on generation of savings.

Verified Savings Calculations and Methodology

- Provide detailed description of analysis methodology used. Describe any data manipulation or analysis that was conducted prior to applying savings calculations.
- Detail all assumptions and sources of data, including all stipulated values used in calculations.
- Include equations and technical details of all calculations made. (Use appendix and electronic format as necessary.) Include description of data format (headings, units, etc.).
- Details of any baseline or savings adjustments made.

- Detail energy and water rates used to calculate cost savings. Provide post-acceptance performance period energy and water rate adjustment factors, if used. Report actual energy and water rates at Project Site for same period (optional).
- Detail verified savings for this energy conservation measure for performance year.

Details of O&M Savings (if applicable)

- Describe source of savings.
- Describe verification activities.
- Provide post-acceptance performance period O&M cost savings adjustment factors, if applicable.

Details of other savings (if applicable)

- Describe source of savings.
- Describe verification activities.
- Provide post-acceptance performance period adjustment factors, if applicable.

O&M Activities

- **Operating requirements**
 - Identify who is responsible for Equipment operations. If appropriate, detail how responsibilities are shared.
 - Detail any deficiencies needed to be addressed by QESP or Department.
 - Note impact of operating deficiencies or enhancements on generation of savings.
- **Preventive Maintenance requirements** - Identify who is responsible for performing maintenance. If appropriate, detail how responsibilities are shared.
- **Verification of scheduled maintenance items completed by QESP or Department**
 - Detail any deficiencies needed to be addressed by QESP or Department.
 - Note impact of maintenance deficiencies on generation of savings.
- **Repair and replacement requirements**
 - Identify who is responsible for performing maintenance. If appropriate, detail how responsibilities are shared.
 - Summary of activities conducted this period by QESP or Department.
 - Detail any deficiencies needed to be addressed by QESP or Department.
 - Note impact of maintenance deficiencies on generation of savings.

Verified Annual Energy Cost Savings for each ESM for Performance Year #X Table

	Total energy use (MMBtu/yr)	Electric energy use (kWh/yr)	Electric energy cost, Year # (\$/yr)	Electric demand* (kW/yr)	Electric demand cost, Year # (\$/yr)	Natural gas (MMBtu/yr)**	Natural gas cost, Year # (\$/yr)	Water use (gallons/yr)	Water cost, Year # (\$/yr)	Other energy use (MMBtu/yr)	Other energy cost, Year # (\$/yr)	Other energy-related O&M costs, Year # (\$/yr)	Total costs, Year # (\$/yr)
Baseline use													
Performance Year # use													
Savings													
<u>Notes</u> MMBtu = 10 ⁶ Btu. *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.													

**If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).

SCHEDULE D. Left blank for optional schedule related to Energy Cost Savings Guarantee

SCHEDULE E. Left blank for optional schedule related to Energy Cost Savings Guarantee

SCHEDULE F. Left blank for optional schedule related to Energy Cost Savings Guarantee

SCHEDULE G. Left blank for optional schedule related to Energy Cost Savings Guarantee

SCHEDULE H
FINAL PROJECT COST & PROJECT CASH FLOW ANALYSIS

QESP shall employ the costs, markups, margins, and fees set forth in Final Exhibit D in order to complete this Schedule H. This Schedule H sets forth the spreadsheet created by the QESP detailing the expected financial performance of the project throughout the entire term of the SOW. The spreadsheet shall clearly identify all financial components of the project including interest rates, current fuel prices, any escalation rates, Energy Cost Savings Guarantee figures, QESP compensation figures, cash-flow projections, and projected net present value of any cumulative positive cash flow benefits to the Department. Savings projections shall be delineated by fuel type. QESP shall also identify ongoing QESP annual service fees over the term of the SOW. QESP shall identify for each project the project cost breakdowns, including both hard costs (e.g., labor, subcontracted work, cost of materials and Equipment) and miscellaneous costs (e.g., permit fees, bonds, taxes, insurance, mark-ups, overhead, and profit).

SCHEDULE I
FINANCING AGREEMENT AND PAYMENT SCHEDULE

Attached to the Contract as this Schedule I are the project financing agreement, an amortization and payment schedule and the progress payment disbursement schedule that will be used to pay the QESP during the Interim Period (construction and installation) for the agreed-upon percentages of Work completed.

SCHEDULE J
COMPENSATION TO QESP FOR ANNUAL SERVICES

This Schedule J is the spreadsheet that the Department creates showing the amount and frequency of payments that are to be made to the QESP for maintenance, monitoring, and other services negotiated as part of the SOW. The spreadsheet shall contain information on how the compensation is calculated (e.g., a percentage of savings above and beyond the guarantee, flat fee, etc.) and identify an annual inflation index, if used, to escalate fees over the term of the SOW. If applicable to the financial agreement, the spreadsheet shall also identify an hourly fee structure that will be used to cover QESP costs for any services provided beyond the scope agreed to at the time of the execution of the SOW.

**SCHEDULE K
REBATES, INCENTIVES AND GRANTS**

This Schedule K identifies and describes dollar amounts for any rebates, incentives, or grants related to the Work, including any incentives available through the Connecticut Energy Efficiency Fund and the Connecticut Clean Energy Finance Investment Authority.

SCHEDULE L. Left blank for optional schedule related to Payments and Schedule
SCHEDULE M. Left blank for optional schedule related to Payments and Schedule
SCHEDULE N. Left blank for optional schedule related to Payments and Schedule
SCHEDULE O. Left blank for optional schedule related to Payments and Schedule
SCHEDULE P. Left blank for optional schedule related to Payments and Schedule

SCHEDULE Q
DESCRIPTION OF PROJECT SITE(S); PRE-EXISTING EQUIPMENT INVENTORY

This Schedule Q is a description of the condition of the Project Site(s) at the time of execution of the SOW, including facility square footage, building construction, use, occupancy, hours of operation, Goods located at the Project Site(s), and any other conditions that are important to accurately establishing the baseline of energy use. Photographs may also be included to accurately capture the Project Site and any existing Goods or relevant conditions of the Project Site.

**SCHEDULE R
EQUIPMENT TO BE INSTALLED BY QESP**

This Schedule R is a detailed list of the Equipment to be installed, including manufacturer, quantity, location, and warranties, and sets forth any modifications that will be made to existing Goods, if applicable.

SCHEDULE S
CONSTRUCTION AND INSTALLATION SCHEDULE

This Schedule is a table showing the dates and milestones for project construction and Equipment installation.

SCHEDULE T SYSTEMS START-UP AND COMMISSIONING OF EQUIPMENT; OPERATING PARAMETERS OF INSTALLED EQUIPMENT

This Schedule T describes the thorough and systematic performance tests that the QESP shall perform of each element and total system of the installed Equipment pursuant to the SOW. QESP shall provide systems commissioning services that meet the requirements detailed in this Schedule T.

All commissioning services for the project shall be provided in accordance with the requirements of ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) Guideline 0-2005.

COMMISSIONING PROCESS

The project's commissioning plan and specific commissioning requirements that the QESP will develop shall include at least the following:

- Qualifications and affiliation of the Commissioning Agent (CxA), including project staff licensed by the State of Connecticut as Professional Engineers in mechanical or electrical engineering and project staff certified in building commissioning by the Building Commissioning Association or the Association of Energy Engineers;
- Roles and responsibilities of CxA, including directing the commissioning team in the completion of the commissioning requirements, overseeing or performing the commissioning tests, and verifying the adequacy of the commissioning results;
- Roles and responsibilities of QESP, Department, and Department's commissioning representative, including witnessing of commissioning activities;
- Process that will be followed to document the design intent or Department's project requirements for each ESM or system, including:
 - Operational parameters, such as temperature setback capabilities or operator interface features,
 - Requirements for design details or ancillary items, such as sensors, valves, access, electrical, existing Goods demolition, etc., and
 - Performance requirements, such as Equipment efficiencies, or ton-hours of chilled water to be delivered;
- Requirements for Department reviews or submittal approvals;
- Schedule for developing and approving a commissioning plan, including expected content such as:
 - Pre-functional inspections,
 - Functional testing procedures, and
 - Required use of manufacturers' start-up procedures;
- Requirements for the documentation of the Department's attendance at the various tests and the Department's approval that the tests followed the specified procedures and meet or exceed the expected results;
- Plan for seasonal testing and conditional acceptance, if needed;

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- Contents and timing of periodic project reports, Final Commissioning Report, and Systems Manual;
 - Requirements for CxA oversight of O&M training; and
 - Plan for warranty walk-through or other follow-up procedures.

PROJECT DESIGN

QESP shall be responsible for successful performance of commissioning activities by the CxA during the design phase, including:

- Meeting with Department to review project design and approve Equipment submittals;
- Documenting the design intent for each ESM or system;
- Developing a draft commissioning plan, including the specifics of all pre-functional inspections and functional performance tests;
- Developing commissioning specifications for project (if needed);
- Facilitating review and acceptance of commissioning documents by Department and QESP;
- Issuing Final Commissioning Plan and specifications.

CONSTRUCTION

QESP shall be responsible for successful performance of commissioning activities by the CxA during the construction phase, including:

- Observation of construction by CxA and State Department's commissioning representative;
- Pre-construction and periodic commissioning meetings with the project team;
- Submission of commissioning progress reports;
- Completion and certification of pre-functional inspections by the QESP prior to Equipment start-up and functional testing;
- Completion of manufacturer's start-up procedures by the QESP or manufacturer's representative.

PROJECT ACCEPTANCE

QESP shall be responsible for successful performance of commissioning activities by the CxA during the project acceptance phase, including those listed below. Project acceptance shall occur upon execution by the Department of the **Certificate of Acceptance of All Installed Equipment**.

- Development of pre-functional test checklists and verification of completion forms for all Equipment to be commissioned;
- Execution of the functional performance tests and documentation of the procedures;
- Documentation in a deficiency log of any items that did not pass;
- Correction and retesting of noncompliant items in the presence of the CxA to confirm that the items have been fixed, noting the date and corrective action taken in the deficiency log;
- Preparation of the Final Commissioning Report or a Systems Manual including, at minimum, the following:
 - Commissioning summary report, including how the Department's project requirements or design intent prescribed for each system were met,

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- QESP certified pre-functional checklists,
 - Completed manufacturers start-up sheets,
 - Results of functional testing and verification of system,
 - Detailed operating procedures / sequences of operations,
 - Closed out deficiency log, and
 - Overview of training provided to O&M staff.

If applicable, QESP shall provide a more comprehensive Systems Manual, as requested by Department to meet LEED certification requirements.

PHASE 5 – POST-ACCEPTANCE PHASE

QESP shall be responsible for successful performance of commissioning activities by the CxA during the post-acceptance phase, including:

- Scheduling and verification of deferred functional testing, as necessary, based on seasonal conditions required to evaluate certain systems. When functional testing has been deferred, acceptance of the project is conditional upon the success of the scheduled tests; and
- Scheduling and performance of a warranty walk-through to identify any problems with Equipment during warranty periods.

**SCHEDULE U
STANDARDS OF COMFORT**

This Schedule U sets forth the acceptable standards of comfort that the QESP shall maintain for heating, cooling, lighting levels, hot water temperatures, humidity levels, and/or any special conditions for occupied and unoccupied areas in each building in the Project Site(s). The agreed upon standards shall be detailed in a format similar to the table below and include the types of information delineated below for each building. QESP shall insert rows, to specify lighting levels, hot water temperature levels, humidity levels, and other conditions, as required.

Standards of Comfort Table

	Building	(include street address)
	Room label	(in the absence of room numbers, provide a labeled floor plan that corresponds with the standards of comfort list)
	Room description	(describe the fundamental use of the space at the time of the study)
	# of occupants	(the range of people in the space when it is to be considered occupied)
Times when space is occupied	Acceptable heating season temperature range	(generally a 3 to 4 degree range)
	Location measured	(where in the space is the measurement taken, including height from the floor)
	Acceptable heating season relative humidity	(where in the space is the measurement taken, including height from the floor)
	Acceptable cooling season temperature range	(generally a 3 to 4 degree range)
	Location measured	(where in the space is the measurement taken, including height from the floor)
	Acceptable cooling season relative humidity	(where in the space is the measurement taken, including height from the floor)
	Specific times that comfort standards shall be maintained	(define hours that the space conditions are required, e.g., 6:30 a.m. until 6:00 p.m. daily Mon - Friday)
	Other (e.g., lighting levels)	
	Other	
	Planned abnormal facility use	(should include holidays, maintenance uses, planned shutdowns or facility off times, summer vacations for some educational facilities, etc)
Times when space is unoccupied	Acceptable heating season temperature range	(generally a 3 to 4 degree range but setback from occupied setting)
	Location measured	(where in the space is the measurement taken, including height from the floor)
	Acceptable heating season relative humidity	(where in the space is the measurement taken, including height from the floor)
	Acceptable cooling season temperature range	(generally a 3 to 4 degree range but setback from occupied setting)
	Location measured	(where in the space is the measurement taken, including height from the floor)
	Acceptable cooling season relative humidity	(where in the space is the measurement taken, including height from the floor)
	Time from and until comfort standards shall be maintained	(describe the times with unoccupied settings are acceptable)
	Other	

SCHEDULE V
QESP'S TRAINING RESPONSIBILITIES

This Schedule V sets forth the training program for Project Site(s) personnel, including the duration and frequency of the specified training, any provisions for ongoing training, commitments to train newly hired Project Site(s) personnel, and training with respect to possible future Equipment or software upgrades. QESP shall identify any fees for additional training that may be requested by the Department beyond the training required by this SOW.

SCHEDULE W. Left blank for optional schedule related to Design and Construction Phase

SCHEDULE X. Left blank for optional schedule related to Design and Construction Phase

SCHEDULE Y. Left blank for optional schedule related to Design and Construction Phase

SCHEDULE Z. Left blank for optional schedule related to Design and Construction Phase

SCHEDULE AA. Left blank for optional schedule related to Design and Construction Phase

SCHEDULE BB
QESP'S MAINTENANCE RESPONSIBILITIES

This Schedule BB sets forth QESP's operations and maintenance responsibilities, including but not limited to:

1. Description of QESP's operations and maintenance responsibilities.
2. Performance period for QESP's operating and maintenance responsibilities.
3. Period of time for QESP maintenance responsibilities during and after warranty period.
4. Annual payment amounts for QESP maintenance responsibilities.

SCHEDULE CC
DEPARTMENT'S MAINTENANCE RESPONSIBILITIES

This Schedule CC sets forth the Department's operations and maintenance responsibilities, which are limited to particulars relative to the following: routine maintenance and operations for Goods located at the Project Site(s) and maintenance and operations for Equipment. QESP shall provide to the Department the operations and maintenance manuals that outline operations and maintenance duties for all Equipment.

**SCHEDULE DD
FACILITY MAINTENANCE CHECKLIST**

This Schedule DD is a checklist which the Department shall maintain to record and track its compliance with operations and maintenance responsibilities of the Project Site(s) personnel. The checklist shall be available for inspection by the QESP upon request.

SCHEDULE EE. Left blank for optional schedule related to Post-Construction Phase

SCHEDULE FF. Left blank for optional schedule related to Post-Construction Phase

SCHEDULE GG. Left blank for optional schedule related to Post-Construction Phase

SCHEDULE HH. Left blank for optional schedule related to Post-Construction Phase

SCHEDULE II. Left blank for optional schedule related to Post-Construction Phase

SCHEDULE JJ. Left blank for optional schedule related to Administration

SCHEDULE KK. Left blank for optional schedule related to Administration

SCHEDULE LL. Left blank for optional schedule related to Administration

SCHEDULE MM. Left blank for optional schedule related to Administration

SCHEDULE NN. Left blank for optional schedule related to Administration

SCHEDULE OO. Left blank for optional schedule related to Administration