



MASTER AGREEMENT #071624
CATEGORY: Energy Savings Performance Contracting with Related Services
SUPPLIER: Ameresco, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ameresco, Inc., 10 S. LaSalle Street, Suite 3450, Chicago, IL 60603. (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 25, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #071624 to Participating Entities. In Scope solutions include:
 - a. Technical Energy Audit and Project Proposal Phase
 - i. Development of a contract for the Technical Energy Audit with the selected Contractor.
 - ii. Conducting an investment-grade audit to identify and evaluate cost-saving measures.
 - iii. Defining the proposed project scope, cost, savings, and cash-flow over the proposed financing term.
 - iv. Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.
 - b. Implementation/Commissioning and Financing Phase
 - i. Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.
 - ii. Provision for implementation and follow-up services to be provided during the financing term.
 - iii. Development of a separate financing agreement.
 - c. Post-implementation Guarantee/Monitoring Phase
 - i. Provision of a variety of services by the Contractor after implementation to ensure savings are met.
 - ii. Offering a savings guarantee.
 - iii. Providing staff training.
 - iv. Conducting follow-up monitoring.
 - v. Maintenance of the contract through various support services.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded

from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcwell and Participating Entity inquiries; and
 - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an

alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

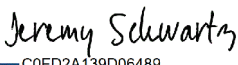
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Ameresco, Inc.

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/25/2024 | 12:16 AM CDT

DocuSigned by:

By: BA9906B0E8BB4BF...
Ron Haxton
Title: Senior Vice President-Business
Development
Date: 10/24/2024 | 3:29 PM EDT

RFP 071624 - Energy Savings Performance Contracting with Related Services

Vendor Details

Company Name: Ameresco, Inc.
Address: 2355 E. Camelback Road
Suite 410
Phoenix, AZ 85016
Contact: Sarah Price
Email: sprice@ameresco.com
Phone: 480-499-9123
HST#: 04-3512838

Submission Details

Created On: Monday June 17, 2024 12:56:25
Submitted On: Tuesday July 16, 2024 12:26:20
Submitted By: Sarah Price
Email: sprice@ameresco.com
Transaction #: 727ee749-2ff5-4a78-a37a-108a172925a2
Submitter's IP Address: 99.107.124.166

Specifications

Table 1: Proposer Qualifications

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ameresco, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell?	Yes. Ameresco, Inc. (Ameresco) is the Responsible Supplier who will execute the master agreement with Sourcewell.
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	All offerings and delivery of solutions identified with this Proposal will be contracted with Ameresco or Ameresco Canada
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: DKL8RJPGE4R3; CAGE/NCAGE: 1R5J7
5	Provide your NAICS code applicable to Solutions proposed.	Ameresco's NAICS code is 54133.
6	Proposer Physical Address:	With its corporate headquarters in Framingham, MA, Ameresco has more than 1,500 employees providing local expertise in North America and Europe. The physical address for the responding office as it relates to this Proposal is 10 S. LaSalle Street, Suite 3450; Chicago, IL 60603.
7	Proposer website address (or addresses):	www.ameresco.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ron Haxton, Senior Vice President – Business Development; 1810 Schneidermiller Avenue, Suite 321, Post Falls, ID 83854; rhaxton@ameresco.com; 509.343.5358
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sarah Price, Managing Director – Marketing & Communications; 2355 E. Camelback Road, Suite 410, Phoenix, AZ 85016; sprice@ameresco.com; 480.499.9123
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable.

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity as an energy service company (ESCO).	<p>Founded in 2000, Ameresco, Inc. (NYSE:AMRC) is a leading cleantech integrator and renewable energy asset developer, owner and operator. Our comprehensive portfolio includes solutions that help customers reduce costs, decarbonize to net zero, and build energy resiliency while leveraging smart, connected technologies.</p> <p>From implementing energy efficiency and infrastructure upgrades to developing, constructing, and operating distributed energy resources – we are a trusted sustainability partner. Ameresco has successfully completed energy saving, environmentally responsible projects with Federal, state and local governments, utilities, healthcare and educational institutions, housing authorities, and commercial and industrial customers.</p> <p>Ameresco's comprehensive energy services specialists can navigate customers through the financing and implementation of customized energy efficiency projects, as well as the operation and maintenance of new equipment, tapping the potential of energy conservation to generate cost savings. Ameresco finds budget-neutral solutions that put the energy-efficient upgrades customers need within financial reach.</p> <p>At the core, customers choose Ameresco because we are uniquely positioned as...</p> <p>Innovative: Ameresco is an innovative technology integrator with a comprehensive portfolio of energy efficiency and renewable energy solutions. Our creative staff with specialized technical knowledge drive state-of-the-art design and engineering. We believe in excellence and innovation in every project.</p> <p>Experts: We deliver a broad and deep solution portfolio within a single energy partner. From design and development to financing and construction, our in-house technical expertise sets us apart. Energy efficiency and distributed energy generation is at the core of our business. It is who we are, and it is what we do.</p> <p>Independent: Our objective approach enables us to implement the most advanced technologies to meet the unique needs of each customer. Our designs and services are based only on our customer needs. We deploy best-in-class solutions with no technical or vendor bias.</p> <p>Comprehensive: We are a one-stop provider with the ability to develop, design, construct, operate and maintain complex multi-faceted projects.</p> <p>Experienced: We have more than 24 years of experience implementing comprehensive solutions across local and national markets.</p> <p>Global Perspective, Local Presence: We leverage best-in-class technology with local project leaders who know your community.</p> <p>Thought Leaders: Ameresco has paved the way from performance contracts to battery storage. Our team of experts leads thought-provoking industry conversations, trends, and associations across our markets and technology application use cases.</p> <p>Market Position: Ameresco was named a Leader in the ESCO Market according to the 2023 Guidehouse Insights Leaderboard Report. Guidehouse Insights uses a proprietary Leaderboard methodology to profile, rate, and rank ESCOs with the goal of providing an objective assessment of their relative strengths and weaknesses in the ESCO market. These players are rated on 10 criteria: Vision; Go-to-Market Strategy; Partnerships; Technology; Geographic Reach; Sales, Marketing, and Distribution; Depth of ESCO Offerings; Project Portfolio; Financing; and Staying Power. (Source: https://guidehouseinsights.com/reports/Guidehouse-Insights-Leaderboard-Energy-Service-Companies)</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Ameresco recognizes that it is paramount to have an energy partner that is not only technically qualified, but also financially strong, with a stable and solid track record of performance in the capital markets. With 2023 revenues of \$1.37 billion and a construction backlog of \$1.3 billion, Ameresco is a leading independent energy services companies in the United States. For the year ending 2023, Ameresco had total assets of approximately \$3.7 billion and a \$495 million credit facility. In addition, we maintain a \$2 billion surety credit facility through a corporate provider with an AM Best Rating of "A Excellent."</p> <p>As a publicly traded company (NYSE: AMRC), a copy of Ameresco's most recent 10-K as filed with the U.S. Securities and Exchange Commission (SEC) has been uploaded as an attachment to the 'Financial Strength and Stability Section' of the Sourcewell bid portal as part of this Proposal. Additional financial information can be found via Ameresco's website at https://ir.ameresco.com/financial-results.</p> <p>As provided in Ameresco's most recent Investor Presentation (May 2024), the company maintains a sustainable and profitable business model. The provided charts depict Ameresco's growth over the past five years, including FY 2024 guidance, as reaffirmed May 7, 2024.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Ameresco is a long-standing and acclaimed market leader in the Energy Services Company space according to multiple third-party analyst and market intelligence firms. Within the last year, Ameresco was identified as the top estimated market share for Energy Services Companies in the U.S. (2023), according to Guidehouse Insights and is the #1 Leader in Energy as a Service Companies Leaderboard (2024). Ameresco was also named the North American Energy Services Company of the Year by Frost and Sullivan (2023).</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Ameresco Canada has implemented approximately \$1 billion in energy projects; however, company has not formally quantified the market share held on the ESPC space.</p>
15	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>Not applicable.</p>

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Ameresco is a leading cleantech integrator and renewable energy asset developer, owner and operator. Our services and solutions range from upgrades to facility's energy infrastructure to the development, construction and operation of renewable energy plants combined with tailored financial solutions. To best serve our expansive customer base, as of December 31, 2023, we have approximately 60 offices located throughout North America and Europe and more than 1,500 dedicated energy and business professionals with years of proven experience and a strong commitment to customer satisfaction. We offer Sourcewell's participating entities the resources needed to successfully plan, finance, execute and operate energy programs to create sustained economic and operating benefits to fulfill their unique requirements. Ameresco's sales staff comprises approximately 13% of Ameresco's total employees and are strategically located throughout Ameresco's physical and remote offices to best serve the needs of our customers.</p> <p>Ameresco is unique in that we are both vendor and technology neutral across all product/service lines and independent of any competing lines of business. Ameresco is neither affiliated with nor a subsidiary of any equipment or system manufacturers. Thus, our projects are never influenced by the sale of equipment or systems.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Ameresco is maintains all necessary local, state, and federal licenses required to implement projects in all jurisdictions where the company does work. Additional licenses, as necessitated by scope or jurisdiction will be established as needed to maintain applicable compliance.</p>
18	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Not applicable.</p>

<p>19</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Ameresco's energy efficiency, distributed generation, advanced technology, and renewable energy clients and projects have won acclaim spanning industries and received numerous awards from industry analysts, green energy associations, and environmental groups. Recent Awards and Accolades Include:</p> <p>Silver Award for Energy, Cleantech, and Environment Company of the Year in the 2024 Globee® Awards for American Business – Ameresco received a Silver Award for Energy, Cleantech, and Environment Company of the Year in the 2024 Globee® Awards for American Business.</p> <p>Best in Biz Awards (2023) – Ameresco won the Company of the Year Award (Large – 1000 and more employees) gold award at the 2023 Best in Biz Awards. The Best in Biz Awards is an independent awards program that celebrates the achievements of executives, employees, teams, company performance, products and services. Winners are determined by independent judging panels from publications including the New York Times and the Wall Street Journal.</p> <p>S&P Global, 2023 Commodity Insights Global Energy Awards (2023) - Ameresco was named finalists for the 2023 S&P Global Commodity Insights Global Energy Awards. Michael Bakas, Executive Vice President of Distributed Generation System, and the Ameresco's project with Colorado Mountain College and Holy Cross Energy were named finalists for the S&P Global Commodity Insights Global Energy Awards. The S&P Global Commodity Insights Global Energy Awards recognize the energy sector's exponential growth and rapid progress, honoring organizations and individuals in the industry who are dedicated to achieving excellence.</p> <p>Environment + Energy Leader Top Project of the Year Award (2023) – Expert judges selected and recognized Ameresco for the Environment + Energy 2023 "Top Project of the Year Award" for the Holy Cross Energy/Colorado Mountain College project.</p> <p>Frost & Sullivan, 2023 Energy Services Company of the Year, North America (2023, 2020) - Ameresco was awarded the 2023 North American Energy Services Company of the Year by Frost & Sullivan, a market research firm that recognizes organizations that exemplify market-leading performance and exemplary innovation. Ameresco was selected due to its demonstrated excellence in the energy services space, particularly as it relates to customer impact and visionary transformation and performance. Ameresco's strong financial performance, coupled with its customer-centric approach and significant growth potential, led to its selection for this recognition.</p> <p>SEAL (Sustainability, Environmental Achievement & Leadership) Environmental Initiatives Award (2023, 2022) - Ameresco was named a winner of the Environmental Initiatives Award by the SEAL Business Sustainability Awards for the second year in a row for establishing United States Southeast's largest floating solar plant in a collaborative partnership with Duke Energy at Fort Liberty (formerly Fort Bragg). As a winner of the Environmental Initiatives Award, Ameresco was honored for the implementation of the United States Southeast's largest floating solar plant and Ameresco's first-ever floating solar photovoltaic (PV) system installation. Ameresco and Duke Energy worked together to implement a variety of energy efficiency upgrades, such as updated boilers, HVAC, lighting, and water conservation measures. In the first year alone, the project will result in utility cost savings of over \$2 million with a 7% reduction in site energy use and a 20% reduction of water use.</p> <p>Midwest Energy Efficiency Alliance (MEEA) Inspiring Efficiency Impact Award (2023) – Ameresco's Chicago Smart Lighting Program (CSLP) was awarded the Inspiring Efficiency Impact Award by the Midwest Energy Efficiency Alliance, a collaborative network advancing energy efficiency in the Midwest for sustainable economic development and environmental stewardship. Completed in 2022, CSLP is the largest city-led wireless smart streetlight program in the United States. The project transformed the city's streetlight system, reducing energy consumption and increasing visibility for public safety. Ameresco replaced approximately 280,000 existing outdated High Pressure Sodium light fixtures with new energy-efficient LED lights and created a modern lighting management system to streamline maintenance and repairs. The project is designed to save the city approximately \$100 million throughout the next 10 years.</p> <p>Environment + Energy Leader Top Project of the Year Award (2021) – Expert judges selected and recognized Ameresco for the Environment + Energy 2021 "Top Project of the Year Award" for the Foothill Landfill project in San Joaquin County for its important role in maximizing underdeveloped land. The judges identified this solar installation as a leading example of how to best repurpose underutilized land for maximum energy savings.</p> <p>Energy Storage Canada Landmark Application of Energy Storage Award (2022) - Ameresco Canada is the recipient of the Energy Storage Canada's (ESC) 2022 Landmark Application of Energy Storage Award for its comprehensive microgrid and facility renewal project with the London District Catholic School Board's (LDCSB) John Paul II Catholic Secondary School (JP II). ESC's new Annual Energy Storage Awards recognizes organizations that are sparking the growth, development and leadership within the energy storage sector from a technology-agnostic perspective. As the winner of the Landmark Application of Energy Storage Award, Ameresco was selected for its innovation in installing a large-scale microgrid, which is now able to run fully independent of the main grid during outages, 2,700 covered carport solar panels, piping for a geothermal heating and cooling system, a 2.2MWh electrical energy storage system and four electric vehicle charging stations. The cleantech solutions installed at JP II enabled the school to become Canada's first retrofitted carbon neutral educational institution and is designed to remove approximately 277 tons of carbon annually.</p> <p>S&P Global Platts Energy Awards, Construction Project of the Year Finalist (2021) – Ameresco's work at Hamilton Southeastern Schools, IN was named a finalist in "S&P Global Platts Global Energy Awards - Construction Project of the Year 2021". This award honors a company's demonstrated ability to resolve challenges with innovative solutions for their customers. Ameresco partnered with Hamilton Southeastern (HSE) Schools to bring renewable energy to the district in the form of ground-mount solar farms.</p> <p>An expanded list of awards can be found at https://www.ameresco.com/company/company-and-client-awards/.</p>
<p>20</p>	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Globally, Ameresco's sales in the public government sector are 19%, with an additional 27% attributable to the Federal government.</p>
<p>21</p>	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>Globally, Ameresco's sales in the education sector over the past three years is 14%.</p>

22	List any state, or cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	<p>At present, Ameresco holds contracts with the following state and cooperative entities.</p> <ul style="list-style-type: none"> • 1GPA • 791 Purchasing Cooperative • AEPA (Association of Educational Purchasing Agents) • BuyBoard • Equalis Group • The National Purchasing Cooperative • NCPA, an OMNIA Company • Purchasing Cooperative of America • TIPS • State of Arizona • State of New Mexico <p>Sales for the past three years utilizing these contracts represents approximately \$150 million.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Ameresco holds the following contracts with a total sales volume of \$37,870,790:</p> <ul style="list-style-type: none"> • Our MAS number is 47QSHA21D000R • GSA Facility Management and Energy Solutions, ESPC (GS-07F-092AA) • GSA Energy Management Support and Services (GS-10F-0367M) • GSA EVSE BPA 47QMCA22A0002

Table 2: Proposer Qualifications: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Hazelwood School District	Christopher Norman, CFO/Assistant Superintendent	341.953.5015
University of Houston – Clear Lake	Mark Denney, VP – Administration and Finance	541.761.0593
City of Phoenix, Sky Harbor Aviation Department	Knut Herrmann, Energy Management Engineer	602.273.4056

Table 3: Proposer Qualifications: Top Five Projects

Line Item 25. Provide a list of your top five government, education, or non-profit performance contracting projects your firm completed (entity name is optional).

Project Data	Project 1	Project 2	Project 3	Project 4	Project 5
Project Name	Norfolk Naval Shipyard	Joint Base San Antonio	U.S. Department of Veterans Affairs - VISN 7	Joint Base McGuire-Dix-Lakehurst Phase 2	Marine Corps Recruit Depot Parris Island
Facility Type and Use	Military Installation	Five (5) Military Installations	Healthcare Facilities	Military Installation	Military Installation
Project Size -Number of Buildings -Total Square Footage	400+ Buildings 6.5 Million Square Feet	1,373 Buildings 16.8 Million Square Feet	10 5+ Million Square Feet	478 Buildings 8.3 Million Square Feet	121 Buildings 3.1 Million Square Feet
Types of Measures	CW/HW/steam distribution systems, distributed generation, energy related process improvements, energy/utility distribution systems.	HVAC management and controls systems, two million gallons of thermal energy storage, new LED lighting, building envelope improvements, combined heat and power (CHP) system, natural gas standby generation, solar PV, battery energy storage, microgrid and controls system.	Boiler plant improvements, chiller plant improvements, BAS/EMCS, HVAC, lighting improvements, chilled water, hot water, and steam distribution system improvements, electric motors and drives, renewable energy systems, energy/utility distribution systems, water and sewer conservation systems.	13.7 MW solar PV, 2 MW/4MWh BESS, microgrid, Lighting upgrades and lighting controls; HVAC upgrades (smart controls, pump and motor fan replacements, VFDs, advanced sequencing); transformer replacements.	Boiler improvements, chiller improvements, building automation systems/energy management control systems, HVAC, lighting improvements, chilled water, hot water, and steam dist. systems, renewable energy systems, water and sewer conservation.
Project Cost: Installed Project Costs	\$170.5 Million	\$132.5 Million	\$105.9 Million	\$97.2 Million	\$91.1 Million
Project Cost: Financed Amount	\$187.7 Million	\$144.5 Million	\$111.5 Million	\$105.5 Million	\$94.5 Million
Guaranteed Annual Savings (\$)	\$16.0 Million	\$8.6 Million	\$6.3 Million	\$4.7 Million	\$4.2 Million
Financing/Funding Source	Third-Party	Third-Party	Third-Party	Third-Party	Third-Party
Project Schedule -Construction Start and End Dates -Guarantee Period Start and End Dates	Construction: 12/2019 - present Guarantee: Will commence upon completion	Construction: 09/2018 - 07/2021 Guarantee: 07/2021 - 07/2043	Construction: 11/2019 - 08/2022 Guarantee: 08/2022 - 07/2034	Construction: 05/2022 - 07/2024 Guarantee: 07/2024 - 06/2047	Construction: 04/2017 - 05/2019 Guarantee: 06/2019 - 10/2041
Measurement and Verification Methods	Steam Distribution – Option A, Energy Security – Option B, Transformers – Option A, Wastewater Treatment Plant – Option A	The lighting improvements, DDC building controls, and build envelope measures utilize FEMP M&V Option C for years 1 through 5 and Option A for the remainder of the project term. Thermal energy storage, CHP, battery energy storage, and renewable measures utilize Option B. The transformers utilize Option C for years 1 through 5 and Option A/B for the remainder of the project term.	Control System Upgrades & Strategies, Heating, Ventilating, and Air Conditioning, Lighting Improvements, Chilled Water, Hot Water, & Steam Distribution Systems, Chilled Water, Hot Water, & Steam Distribution Systems, Chilled Water, Hot Water, & Steam Distribution Systems, High-Efficiency Transformers and Water & Sewer Conservation System – Option A; Boiler Plant Improvements, Chiller Plant Improvements, and Photovoltaic (PV) System – Option B	Distributed Generation and Microgrid – Option B; Controls, HVAC, Lighting, Building Envelope, and Transformers – Option C	Combined Heat & Power - Option A; EMCS/HVAC Controls - Option A; Renewable Energy Systems - Option A and B; Lighting Systems - Option A; Chiller Improvements - Option B; HVAC - Option A; Water System Upgrades - Option A; CHW, HW, and Steam Distribution Systems - Option A
Term of financing agreement	22 Years	22 Years	12 Years	23 Years	22.5 Years

Table 4: Proposer Qualifications: Ability to Sell and Deliver Solutions

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Since our inception over 24 years ago, Ameresco's only business has been energy, and the execution of performance-based energy solutions is the core function supported by our dedicated company of professionals. Located throughout Ameresco's 60 physical offices, as well as in remote offices in the United States and Canada, EVERY TEAM MEMBER is a dedicated to energy and utility resource conservation. Of Ameresco's over 1,500 employees, job classifications comprise the following:</p> <ul style="list-style-type: none"> • Engineering: 23% • Project Management and Safety: 18% • Post-Construction (M&V and O&M): 18% • Administrative (Finance, HR, IT, Legal): 16% • Sales: 13% • Technology and Consulting: 8% • Other: 4% <p>Our team of experts will develop and deliver custom solutions that meet the unique energy conservation, economic, operational, and sustainability goals of the participating entity.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Ameresco's sales personnel will engage directly with each participating entity to tailor solutions to meet their unique goals and objectives. As a vendor-neutral company, we focus on finding the best products and solutions rather than trying to sell a specific product or service, and we can provide open protocol solutions.</p>
28	Service force.	<p>Ameresco staff manages and conducts its audits, project development, procurement, project/construction management, and measurement and verification using in-house resources. Occasionally, specialized engineering consultants are engaged to supplement Ameresco's in-house resources. The installation of the solutions identified and developed by the Ameresco team is subcontracted to the construction trades. Because our experts are best qualified to establish the potential projects for the participating entity and understand how to mitigate the risks inherent to this industry, project management will never be subcontracted to a third-party firm. At all stages of the project, a direct Ameresco employee will be responsible for management and oversight of:</p> <ul style="list-style-type: none"> • Preliminary Energy Performance Audit • Technical Energy Audit • Engineering and design • Project and construction management • Finance • Training and commissioning • Measurement and verification • Operation and maintenance <p>Please reference Ameresco's response to Question 26 for a breakdown of Ameresco's employee base, including those providing engineering, construction management, and post-construction services.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Participating entity's will engage directly with Ameresco's sales personnel who will seek to understand their needs and develop energy services and solutions that enable the entity to achieve their energy and operational goals while meeting budgetary requirements.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>While Ameresco does not maintain a customer service department, our sales, technical, and project management teams are committed to 100 percent customer satisfaction. Each participating entity will always have a primary point of contact with Ameresco who is committed to consistently maintaining an open line of communication. Ameresco will provide timely and accurate technical advice and support within one working day after receipt of such request.</p> <p>Because every project is unique, it is crucial for our project teams to understand each participating entity's unique goals and objectives. During the construction and implementation phase, for example, Ameresco's assigned Senior Project Manager will be the primary point of contact, including after-hours. Following the implementation phase, if selected, Ameresco's in-house O&M professionals who are available and committed to providing immediate response 24 hours a day, 7 days a week, 365 days per year (24/7/365). These individuals can be reached by phone or email.</p> <p>Our project managers are always backed by Ameresco's full staff of 1,500 located throughout the country and are always able to receive the support necessary to address issues of any nature or scope.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Ameresco welcomes the opportunity to work with Sourcewell's participating entities achieve their energy and resiliency goals.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Ameresco Canada is fully equipped to implement ESPC projects and invites the opportunity to provide energy solutions for Sourcewell participating entities in Canada.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Not applicable.</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>Not applicable.</p>
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes. Ameresco has successfully completed energy projects for non-profit organizations, as well as government entities, including cities and counties, federal government, K-12 public and private schools, higher education institutions, state agencies, healthcare agencies, commercial and industrial clients.</p>

Table 5: Proposer Qualifications: Depth and Breadth of Solutions Offered

Line Item	Question	Response *
36	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 5. Q36-38, 42, 44.pdf.
37	What is your process for measurement and verification?	Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 5. Q36-38, 42, 44.pdf.
38	Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.	Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 5. Q36-38, 42, 44.pdf.
39	How is a performance guarantee provided (self-guarantee or third party)?	Ameresco's performance guarantee is a first-party direct written guarantee by Ameresco.
40	How is insurance provided (self-guarantee or third party)?	Ameresco maintains commercial insurance through a third party. Additionally, Ameresco has a \$2 billion backlog aggregate bonding capacity with a \$500 million single project limit, provided through Liberty Mutual Insurance Company which carries an AM Best Rating of "A Excellent" with a financial size category of XV.
41	With guaranteed savings contracts, how do you handle a situation where a performance guarantee is not being met?	In the event of a shortfall identified during the annual reconciliation process, Ameresco's engineers will evaluate the measure to determine why the measure is not performing as expected. If the shortfall occurred due to a defect with the way the measure is installed or is operating, we will repair the defect at Ameresco's cost and compensate the Member for that years' savings shortfall. If the shortfall is going to continue to reoccur due to a mistake in calculating the energy savings or misapplication of a particular technology, Ameresco may decide to install additional energy conservation measures at Ameresco's cost to produce the guaranteed energy savings.
42	How do you maintain transparency with clients regarding M&V results?	<p>In order to provide a framework for how savings can be transparently, reliably, and consistently determined in a manner that enables independent verification, Ameresco uses both the International Performance Measurement and Verification Protocol (IPMVP) and U.S. Department of Energy - Federal Energy Management Program (FEMP) M&V protocols for performance-based contracts.</p> <p>All specific protocols are explained to and accepted by the participating entity before project construction can begin to ensure that the Member understands and agrees to the M&V Plan. Throughout the M&V period, reports are delivered to clearly align with the measurement and verification protocol established at the onset and an explanation provided as to the data gathering and methodology used to calculate the specific performance year's savings. Should the Member at any point throughout the performance period have any questions, Ameresco's M&V personnel are available and more than willing to discuss any element of the M&V results.</p> <p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 5. Q36-38, 42, 44.pdf" for additional information related to Question 42.</p>
43	State whether work is completed by the Contractor or by a subcontractor for each category of measure (auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, monitoring & verification, etc.)	<p>Ameresco staff manages and conducts its audits, project development, procurement, project/construction management, and measurement and verification using in-house resources. Occasionally, specialized engineering consultants are engaged to supplement Ameresco's in-house resources.</p> <p>As a turnkey infrastructure solutions provider and in a collaborative approach with the participating entity, the installation of the solutions identified and developed by the Ameresco team is subcontracted to the construction trades. Ameresco will establish subcontractor alliances on a case-by-case basis for the installation. This process keeps us vendor neutral and ensures that we can meet the financial, operational, utilization, and other goals identified by the participating entity. Because our experts are best qualified to establish the potential projects for participating entity and understand how to mitigate the risks inherent to this industry, project management will never be subcontracted to a third-party firm.</p> <p>At all stages of the project, a direct Ameresco employee will be responsible for management and oversight of:</p> <ul style="list-style-type: none"> • Preliminary Energy Performance Audit • Technical Energy Audit • Engineering and design • Project and construction management • Finance • Training and commissioning • Measurement and verification • Operation and maintenance <p>Please reference Ameresco's response to Question 26 for a breakdown of Ameresco's employee base, including those providing engineering, construction management, and post-construction services.</p>
44	Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.	Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 5. Q36-38, 42, 44.pdf"
45	Since several efficiency measures are affected by weather, describe how you perform weather corrections.	<p>In order to fully assess a building's utility baseline, it is essential to consider all factors impacting energy consumption. Weather, as a significant variable, directly influences various systems within a building, leading to increases and decreases in energy usage. To accurately evaluate the savings from energy conservation measures, a weather normalization analysis is crucial. Ameresco utilizes the Metrix Utility Accounting System, which analyzes a building's energy usage along with regional weather data. By creating a linear regression model of energy usage using statistical indicators, this analysis establishes a strong correlation between energy consumption and weather conditions.</p> <p>The linear regression model generates a formula that correlates building usage with the number of degree days during a specific period. This formula allows Ameresco to accurately calculate what the usage would have been under "average" weather conditions for a given year. By using NOAA's typical degree day data, the analysis determines weather-normalized usage at the facilities. This approach significantly minimizes potential errors in utility analysis arising from extreme weather seasons (e.g., higher usage during extreme cold or lower usage during mild weather). Performing this analysis ensures that savings are calculated from a fair and accurate utility baseline, without attributing additional savings to abnormal usage resulting from extreme weather conditions.</p>

46	Do you measure equipment loads? If so, do you measure or stipulate, and what is the impact if they change?	<p>Equipment loads are either estimated using industry standard engineering assumptions and equipment specifications or measured using existing, temporary, or newly installed metering equipment. The method of determining the existing equipment loads depends on the size of the equipment, the proposed savings measures, the level of energy savings relative to the cost of implementing the measures, and the specifics of the M&V plan as agreed upon by Ameresco and the participating entity. Regardless of what method is used to calculate the equipment load profiles, it is a critical step in arriving at an accurate understanding of the energy consumption of systems and/or individual pieces of equipment within a facility.</p> <p>Load profiles are typically one of the agreed-upon variables for the existing equipment and project baseline. Post-installation load profiles may be either agreed-upon or measured. If the load profile changes during the performance term, and it is determined that the change is likely to negatively impact savings, Ameresco will investigate the cause of the change. Depending on the cause of the change in the load profile, a baseline adjustment may be performed to assess the savings in accordance with the M&V plan. If it is determined that the load has changed due to the measure not performing as expected, Ameresco will compensate the participating entity for the loss of savings and work to correct any issues.</p>
47	Who is responsible for initial and long-term equipment performance? How is this verified and what will be done if the equipment performance does not meet expectations?	<p>Ameresco has a vested interest in the equipment performance and maintenance required to realize all possible energy savings, which form the basis of our guarantee. Ameresco does not, however, require its customers to purchase equipment maintenance services from Ameresco, or from any other party, as a condition of its performance contracts.</p> <p>Training of the participating entity's staff who will be involved in the long-term operation of the new equipment and systems is of paramount importance. A strong focus on energy savings strategies and maintenance schedules will be provided to those individuals. Because the Sr. Project Manager will be familiar with the newly installed equipment and systems, as well as the site's facilities and personnel, this staff member is the most appropriate candidate to supervise training efforts. By providing training in the proper O&M of the newly installed measures, both Ameresco and the participating entity are assured of sustained performance of the equipment and persistence of energy and water savings.</p> <p>Training typically commences during the commissioning phase when staff will first become acquainted with the new equipment and systems. Training will be conducted in a classroom setting and documented on video to train new staff or provide refresher courses for existing employees. The basic format includes an introduction to the overall installation, so that all staff members understand the benefits of the equipment and systems. Each measure will be explained in detail, including how to operate, maintain and troubleshoot, as well as any possible interactions with existing equipment. Documentation will include review of O&M manuals, drawings, and equipment specification literature. A hands-on approach will be encouraged to facilitate understanding of all presented material. The training will emphasize the essential role that equipment users and operators play in energy conservation, as poorly maintained equipment will not perform as efficiently as possible, as well as experience more frequent breakdowns and a shortened useful service life.</p> <p>Ameresco will make provisions with the participating entity to conduct training sessions at remote sites if needed. Informal training can also be provided throughout the contract term and may be accomplished in conjunction with an O&M contract.</p> <p>Optional Operations and Maintenance Services: The participating entity shall retain full and complete authority over its equipment and facilities during the contract term. Therefore, the participating entity may choose to perform the O&M internally and/or have the O&M performed by others at their discretion, provided all maintenance procedures meet or exceed the standards set forth in the contract. These standards shall be clear, concise, and thoroughly documented as part of the training. O&M manuals will be submitted to the participating entity's facility(ies) upon commencement of the performance period services. If the participating entity deems it appropriate to accomplish the required O&M through a third party, these standards shall serve as a minimum level of service.</p> <p>At the participating entity's discretion, Ameresco can offer a comprehensive O&M service plan in the final contract. This O&M plan will help to ensure that energy savings are maintained over the term of the contract and extend the useful life of installed equipment. Responsibility for managing this ongoing service will be assigned to Ameresco's Manager of Measurement and Verification supported by local management and qualified service providers to assure responsiveness. These firms will be mutually selected with the participating entity based on reputation, qualifications, and ability to respond to scheduled and emergency service calls within required time periods.</p>
48	Describe how you verify project savings (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	<p>Project savings are verified by comparing post-implementation performance data to an established baseline. This process begins with the development of a project baseline. Variables including historical energy usage data, equipment performance, weather data, and operational factors are all considered during baseline development. Once the project baseline and energy conservation measures are determined, an M&V plan is written that defines how savings will be verified, the frequency of data analysis, and what data collection methods will be utilized. During the project performance term, data is collected for variables that may include energy consumption, equipment operation, occupancy patterns, and other relevant factors. This data is analyzed and compared against the baseline to determine the actual achieved savings.</p> <p>The M&V cost depends on the specific M&V plan selected for each measure, the cost of any metering equipment required, the complexity of the measure, the level of interaction between measures, the time that will be required for data collection and analysis, etc. Project costs, measurement costs, and level of savings are all considered when developing the M&V plan and associated costs.</p>

49	Clarify how project delays are handled. For example, failure to implement a viable project in a timely manner costs the institution in the form of lost savings, and can add cost to the project (e.g., construction interest, re-mobilization).	<p>Project Scheduling: Following final approval by Ameresco and the Member, the project schedule will be used diligently by the field staff to track construction progress and ensure that the project is on budget. The project schedule will be a living document and will be constantly updated throughout the life of the project, from contract award to M&V sign-off. Any changes to the project schedule will be communicated immediately to the Member's staff in the manner most useful to the program manager, such as via email, hard copy, phone, or in-person.</p> <p>Change Order Methodology: An effective change management process recognizes change as a potential outcome from each project participant and strives to involve a broad array of staff (sales, engineering, construction, M&V, etc.) to ensure that the project reflects the various needs of each. The five elements of a project that are subject to change and that will affect the change management process are:</p> <ul style="list-style-type: none"> • Project scope • Project organization • Work execution methods • Control methods • Contracts and risk allocation <p>Changes to these elements will have different effects during various project phases. Ameresco employs an effective change management process that allows for the complex dynamics that will likely develop, and provides a disciplined approach for recognizing, evaluating, and implementing changes in a timely and cost-effective manner.</p> <p>Should Ameresco's contracted scope of work require an alteration, or at the Member's direction, Ameresco will issue a change order proposal to the Member. Once the scope, cost, and schedule of the change order request (COR) are mutually agreed to, a change order will be executed, and the new scope work will commence. New scope work will not begin without a counter executed change order.</p>
50	Clarify how you handle a premature facility closure, loss of funding, or other major change.	<p>Major changes can occur but are generally uncommon. One such instance was the COVID pandemic which resulted in significant supply chain delays. In an effort to mitigate challenges, Ameresco reconfigured sequencing of work to minimize the impact of supply chain delays on the overall project schedule. This flexibility and responsiveness is a hallmark of Ameresco's over two decades of energy project implementation.</p> <p>As every project and customer is unique, Ameresco will work diligently with each Member to identify a solution to any major changes that could affect the project and will collaboratively arrive at the optimal solution.</p>
51	What is your approach to long-term preventative maintenance?	<p>Ameresco has a vested interest in the equipment performance and maintenance required to realize all possible energy savings, which form the basis of our guarantee. Ameresco does not, however, require its customers to purchase equipment maintenance services from Ameresco, or from any other party, as a condition of its performance contracts. Please reference Ameresco's response to Question 47 for further information on Ameresco's training and optional Operations and Maintenance Services.</p>

<p>52</p>	<p>Describe your capability to implement the following energy conservation measures (ECMs):</p> <ol style="list-style-type: none"> a. Lighting b. Water and sewage c. Simple heating, ventilating, and air-conditioning (HVAC) controls d. HVAC packaged system replacement, boilers, and chillers e. Building envelope systems f. Other (please explain) 	<ol style="list-style-type: none"> a. Lighting: Ameresco has designed, upgraded, and retrofitted a wide variety of interior and exterior lighting systems. In addition to lighting, Ameresco has installed energy savings lighting control systems. b. Water and Sewage: Ameresco has implemented a wide variety of water and sewage measures, including the audit and retrofit of domestic plumbing fixtures, implementation of high efficiency tankless water heaters, domestic water fixture upgrades: replacing/installing aerators, replacing showerheads, and install toilet flush valve diaphragm. <p>Ameresco has implemented large scale, wastewater and water treatment plant projects, many of which are unparalleled in the size, scale and complexity. Additionally, Ameresco has completed numerous water metering projects, both AMI and AMR, which assist in identification of leaks, improve billing, and reduce operational costs.</p> <ol style="list-style-type: none"> c. Simple Heating, Ventilating, and Air-Conditioning (HVAC) Controls: Ameresco has implemented multitudes of controls and Building Automation Systems (BAS) projects with and without accompanying HVAC upgrades. d. HVAC Packaged System Replacement, Boilers, and Chillers: Ameresco has built over 125 central plants, installed thousands of chillers and cooling tower implemented chilled beam systems, retrofitted and replaced air handling units, and more HVAC upgrades. e. Building Envelope Systems: Ameresco evaluates building envelope systems as a means to increase building efficiency. This includes weatherization measures including surveys of the existing door sweeps, weather stripping, caulking, door sweeps, sealing mechanical rooms, etc. to identify areas for improvement to reduce infiltration into the building and prevent air leakage. f. Other (please explain): <ul style="list-style-type: none"> • Portfolio Manager: We have supported Northwestern University in its ENERGY STAR® reporting and have completed building data entry into Portfolio Manager for Southwest Technical College for their Integrated Energy Master Plan for Energy Neutrality. • Renewable Energy Systems: Ameresco has contracted over 4GW of renewable energy resources. We procure and manage REC contracts, secure utility rebates, and perform operations and maintenance services. In addition to designing and building energy assets for others, Ameresco owns and operates over 518 MWe in energy assets. <p>Ameresco is a leader in energy storage and microgrid project development and deployment. Our advanced energy storage projects integrate proven technologies incorporating innovative solutions to provide cost savings and reliability benefits to our customers. Storage capacity is either contained within standalone projects or is combined with other power generation facilities such as microgrids, PV, combined heat and power plants, or other energy efficiency projects (energy savings performance contracts).</p> <ul style="list-style-type: none"> • Utility Procurement: Ameresco's Supply Management group worked with customers to assist with the budgeting, purchase, and price risk management of all electricity and natural gas supply. In addition, Ameresco reviews electricity and natural gas invoices; we perform this analysis on a site-by-site basis and correct any problems uncovered prior to vendor payment by the customer. <p>For a full list of Ameresco's capabilities, including a listing of ECMs typically implemented, please reference Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 5. Q36-38, 42, 44.pdf"</p>
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53	Describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, knowledge of particular retrofits, etc. Also describe any utility rebates or other financial incentives or grants can potentially provide and/or facilitate.	<p>Founded in 2000, Ameresco has developed and delivered of over \$14 billion in comprehensive energy services, including energy efficiency and utility conservation, infrastructure upgrades, asset sustainability, and over 4 GWe of renewable energy resources. An American-owned ESCO, Ameresco is unique in that we are both vendor neutral and technology agnostic across all product/service lines and independent of any parent company or other competing lines of business. We work collaboratively with our customers to determine the best methodology to upgrading their infrastructure, ensuring the consideration of all solutions, and keeping each customer's unique operational and financial goals at the forefront.</p> <p>In fact, for our work with the Federal Government, the U.S. DOE has recognized Ameresco as providing more energy savings per dollar invested than any other Energy Service Company (ESCO) and awarded Ameresco the single largest Energy Saving Performance Contract in its history, at over \$795,000,000.</p> <p>As a full-service provider, Ameresco has delivered projects and holds contracts to provide engineering, procurement, and construction services on a site-specific, regional, and nationwide basis. We offer an extensive and diverse portfolio that spans lighting, water, heating, ventilation, cooling, building envelope, smart meters and controls; water and wastewater treatment plant upgrades and rehabilitation; and renewable solutions including solar PV, CHP and cogeneration plants, geothermal, green gas, and wind – all of which can be paired with microgrid and battery storage technologies. Our new construction and renovation project experience covers the full range of technologies and solutions related to building systems, water and wastewater treatment plants, renewable energy, streetlighting, smart metering, lift stations, and a variety of other infrastructure.</p> <p>Ameresco has over two decades of experience with an excellent track record implementing projects across financing models, markets, and technologies. Many customers leverage budget-neutral infrastructure upgrades that use utility savings to pay for projects over time. We provide options for customers to implement infrastructure upgrades on- or off-balance sheet. Our team of experts encourages innovative funding with renewable energy certificates, grants, utility rebates, and tax credits. We can modernize a single facility or provide comprehensive campus-wide energy management systems, financed entirely with capital collected from campus energy conservation.</p> <p>Ameresco has sourced and raised more than \$3.5 billion of project financing assistance from various lending sources including Crews and Associates, John Hancock, Bayerische Landesbank, Bank of America, Capital One, Chase Bank, Union Bank, and several other financial institutions. Using existing cash resources, cash flows from Ameresco's operating activities and access to credit through multiple lending relationships, Ameresco has the resources necessary to develop, implement, and finance our customer's projects.</p> <p>Ameresco's technology and vendor neutral approach flows through to our financing and allows for multiple options. Therefore, Ameresco's preferred approach is the one that best meets the Member's needs. Ameresco's finance professionals have years of experience assisting customers identify the most cost-effective financing mechanisms for implementing a wide array of energy projects.</p> <p>Ameresco is dedicated to continually working with public utilities to keep abreast of incentives and rebates, as well as has an in-house team focused on the latest local, state, and Federal incentive program offerings and guidelines to help maximize the amount of additional funding Member can receive in support of their projects. Throughout the course of a project, Ameresco will continue to look for additional rebate and incentive opportunities on behalf of the Member.</p>
54	Who receives funds if there are excess savings?	If the energy cost savings exceed the guaranteed amount, the full value of the excess savings belongs to the Member – with no obligation to return or compensate Ameresco. The savings will be documented in the M&V Report for the Member.
55	Sourcewell may seek to facilitate performance agreements aggregating one or more agencies within its service area. Describe your willingness to, or direct experience with, aggregating multiple facilities across in multiple locations within one performance agreement (i.e. are you willing to provide services to multiple smaller agencies (school districts, etc.) across multiple facilities through an aggregated performance agreement?).	Ameresco is accustomed to working with clients who operate more than one facility, for example school districts, hospitals and municipal or federal buildings, including sites that cross state lines. We take the intricacies and unique needs of each individual building into account when developing a comprehensive energy and water conservation program to address the client's portfolio of sites. Ameresco understands that there are economies of scale that can be leveraged when conducting similar work across a geographic footprint and will work with Sourcewell on a case-by-case basis to discuss options for aggregating multiple facilities across multiple locations to facilitate performance agreements.

Table 6: Proposer Qualifications: Depth and Breadth of Solutions Offered

Indicate below if the listed types solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Solution	Offered *	Comments
56	Technical Energy Audit and Project Proposal Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	At project inception, Ameresco will partner with the Sourcewell's participating entity's staff to understand the specific goals and objectives of the program, including fiscal, operational, sustainability, and social purposes that are most fundamentally driving the program. The final project will then be developed with the specific goals and priorities as the forefront of the design and implementation processes. Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf for additional information.
57		Development of a contract for the Technical Energy Audit with the selected Contractor.	<input checked="" type="radio"/> Yes <input type="radio"/> No	The contract will define the specific goals and priorities of the design and implementation processes. In this way, the mutually-agreed upon solution will most effectively maximize value to ensure that the greatest reduction of utility, operating, and maintenance costs are achieved in the long-term. Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf for additional information.

58		Conducting an investment-grade audit to identify and evaluate cost-saving measures.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>After gaining a comprehensive understanding of Sourcewell's participating entity's unique goals and objectives during a Preliminary Energy Assessment, Ameresco will conduct a Technical Energy Audit to analyze current resource consumption and identify the project's scope of work and delivered cost. Ameresco will spend considerable time working to assess the participating entity's needs and understand how its resources are expended before specific energy and utility conservation measures (ECMs) are identified and further developed.</p> <p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf for additional information.</p>
59		Defining the proposed project scope, cost, savings, and cash-flow over the proposed financing term.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>
60		Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>
61	Implementation/Commissioning and Financing Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>
62		Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>
63		Provision for implementation and follow-up services to be provided during the financing term.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>
64		Development of a separate financing agreement.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Ameresco's in-house team of financing experts are dedicated to providing the best solutions possible to our clients – and we do so with no additional fee. The process begins with an understanding of the client's goals for risk/reward, timing, and ownership as well as any available incentives. We then bid out to financing entities that support our industry – large lenders with national footprints such as US Bank, Bank of America, and Webster Bank, as well as many regional lenders – however, we do not recommend any party. Ameresco will provide a comparison of competing financing proposals to flag any special conditions that may be imbedded. We work with our clients to weigh the advantages and disadvantages of each solution so that our clients can realize the full benefits of the project. Ultimately the lender selection is made by the Member.</p> <p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>
65	Post-implementation Guarantee/Monitoring Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>
66		Provision of a variety of services by the Contractor after implementation to ensure savings are met.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>On average, the full portfolio of Ameresco projects performs at over 103% of guaranteed savings levels. However, though rare, there are instances where annual savings fall below the annual guaranteed level. When this occurs, clients have the option to take a cash payment and/or receive additional scope in lieu of payment.</p>
67		Offering a savings guarantee.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Ameresco regularly guarantees the efficiency, uptime, and performance of the systems we design, install, and operate. Our O&M practice grew out of our leadership role in guaranteeing energy and water savings at facilities nationwide, including many at mission-critical military bases, including the Pentagon. On guaranteed savings contracts, our success is tied directly to the customer's savings. We bring this experience to the Sourcewell's participating entities, staking our success on our ability to achieve and maintain optimum system performance and reliability.</p>
68		Providing staff training.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>
69		Conducting follow-up monitoring.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>
70		Maintenance of the contract through various support services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please reference Ameresco's attached file entitled "AMERESCO_Sourcewell RFP071624_Table 6. Q56-65, 68-70.pdf.</p>

Table 7: Pricing

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
71	Describe and upload a detailed sample of your pricing model using a performance contracting project.	Please reference attachment "AMERESCO_Sourcewell RFP071624_Q71-72 Pricing.pdf" uploaded to the 'Pricing' section of Sourcewell's bid portal.
72	Describe and upload pricing for investment grade audit (IGA) services.	Please reference attachment "AMERESCO_Sourcewell RFP071624_Q71-72 Pricing.pdf" uploaded to the 'Pricing' section of Sourcewell's bid portal.
73	In the case where you cannot identify project(s) that meet the agency's pre-established financial guidelines, is there a cost to the agency for the audit?	Ameresco will work with each Member prior to beginning the TEA to understand the financial criteria necessary to enable a successful project. In the event that Ameresco cannot identify project(s) that meet the Member's pre-established financial guidelines, there is no cost to the Member for the audit.
74	Describe and upload any standard agreements which may be proposed to a Participating Entity.	Typically, an Energy Services Agreement is utilized for guaranteed energy savings projects. A sample Energy Services Agreement has been uploaded to the Sourcewell bid portal under 'Standard Transaction Document Samples'. Additional contract samples are available upon request.

Table 8: Pricing: Payment Terms and Financing Options

Line Item	Question	Response *
75	Describe your payment terms and accepted payment methods.	Ameresco's payment terms are Net 30. We accept ACH or mailed checks for payments.
76	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Ameresco has more than 20 years of experience with an excellent track record of billions in energy projects across financing models, markets, and technologies. Many customers leverage budget-neutral infrastructure upgrades that use energy savings to pay for projects over time. We provide options for customers to implement infrastructure upgrades on- or off-balance sheet. Our team of experts encourages innovative funding with renewable energy certificates, grants, utility rebates, and tax credits.</p> <p>Ameresco's technology and vendor neutral approach flows through to our financing and allows for multiple options. Ameresco's finance professionals have years of experience assisting customers identify the most cost-effective financing mechanisms for implementing a wide array of energy projects.</p> <p>Examples of our business model and financing mechanisms include:</p> <ul style="list-style-type: none"> • Performance Contracting • Energy Savings Performance Contracting (ESPC) • Utility Savings Performance Contracting (USPC) • Design, Build, Own, Operate, Maintain (DBOOM) • Power Purchase Agreements (PPA) • Design-Build • Engineer-Procure-Construct (EPC) • Energy Service Agreements (ESA) • Energy-as-a-Service (EaaS) • Public-Private Partnership (P3)
77	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Typically, an Energy Services Agreement is utilized as the standard transaction document for guaranteed energy savings projects. A sample Energy Services Agreement has been uploaded to the Sourcewell bid portal under "Standard Transaction Document Samples". Additional contract samples are available upon request.

Table 9: Pricing: Audit and Administrative Fee

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>The overall national program will be directly managed by Ms. Sarah Price, Managing Director – Marketing & Communications, throughout the term of the Sourcewell Agreement. A cornerstone of Ameresco's internal sales training related to the Agreement will include the timely setup of any Member wishing to leverage the Agreement, as well as the timely reporting of a resultant sale and subsequent payment of administrative fee to Sourcewell. Further, Ms. Price regularly sends communications to Ameresco's sales team to inquire about use and ensure adherence to processes.</p> <p>Throughout the term of the Agreement, Ms. Price will be the primary point of contact to Sourcewell and will work to ensure the overall success of the program.</p>
79	If you are awarded a agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Ameresco will track sales through use of the Sourcewell Agreement, as well as reporting metrics, at a minimum to measure success of the Sourcewell Agreement.
80	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ameresco proposes an administrative fee of 1.5% for projects under \$500,000 and a fee of 1.0% for projects greater than \$500,000. The administrative fee will be calculated as a flat fee based upon the executed agreement between Ameresco and the Member.

Table 10: Supplemental Factors

Line Item	Question	Response *
81	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Ameresco has designed and implemented over \$14 billion in energy projects for counties and cities, the federal government, state agencies, higher education institutions, K-12 public and private schools, commercial and industrial clients, and non-profit organizations throughout the United States, Canada, and Europe. We are committed to marketing the Sourcewell Agreement for Energy Performance Contracting and Related Services in conjunction with its other national and regional marketing campaigns. One vital tool for this Agreement will be the Ameresco business development force: The staff members who work directly with Members to understand their needs and develop procurement and financing vehicles that allow them to achieve their energy and operational goals while meeting budgetary requirements.</p> <p>Following award, Ameresco's in-house marketing department leverage the activities to promote this opportunity and resultant Member projects:</p> <ul style="list-style-type: none"> • Press Release: Potential co-branded press release in the regional markets where Members conduct their business. Press releases will also be issued if a contract is signed utilizing the Agreement at the Member's discretion. • Printed Collateral: Ameresco currently designs and prints collateral regarding the primary services it provides (e.g., energy efficiency and renewable energy) as well as targeting the vertical markets most relevant to our business (i.e., K-12; higher education; local, state, and federal governmental entities; healthcare; and large commercial and industrial clients). As appropriate, Ameresco will add details regarding cooperative purchasing agreements as a potential funding mechanism to these pieces. • Industry-Specific Outreach: Ameresco will submit information or award advertisements to regional and national publications specific to the energy industry and relevant markets in which we work, as appropriate. • Tradeshows: Sales staff frequently participates in industry- and market-specific tradeshows. As part of our internal marketing campaign, we will highlight tradeshows as a valuable venue to discuss the merits of procurement via a cooperative agreement. • Website: Ameresco's website showcases the company's innovative projects across North America and shares new ways for potential clients to advance their own energy, operational and budgetary goals through energy efficiency and renewable solutions. <p>As such, the addition of a site or link dedicated to Sourcewell Members could be an effective and pertinent media in which to share our participation in the cooperative. The website could also showcase projects completed utilizing the Agreement, at the discretion of the Member.</p> <p>Project-Specific Marketing Campaigns: In addition to promoting the value of the Sourcewell Agreement, Ameresco provides a comprehensive marketing program to showcase the vision, leadership, and environmental stewardship of our customers. The Member marketing program includes the following value-added public relations and marketing activities at the Member's discretion:</p> <ul style="list-style-type: none"> • Marketing: Promote Members via various media outlets; dedication and press events; and tradeshows. • Media Relations: Generate positive press coverage and goodwill in local, regional, and national media through articles, interviews, and press releases. • Community Affairs: Generate community support for energy conservation and renewable energy and communicate Member's overall commitment and environmental achievements. • Awards: Submit relevant projects for high profile awards. • Case Studies: Draft case studies and project fact sheets that communicate Member's commitment and promote their environmental achievements.
82	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As a large, publicly traded company, Ameresco maintains digital strategies and optimization practices, as well as a strong social media presence across multiple platforms to enhance its marketing effectiveness.
83	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreements into your sales process?	Ameresco is committed to marketing the Sourcewell Agreement for energy performance contracting services in conjunction with our other national and regional marketing campaigns and welcomes Sourcewell's assistance in co-promoting the agreement to Members. One vital tool for this Agreement will be the Ameresco business development force: The staff members who work directly with Members to understand their needs and develop procurement and financing vehicles that allow them to achieve their energy and operational goals while meeting budgetary requirements. Accordingly, the Ameresco marketing department will work with business development leaders from across the country to inform them of the benefits of utilizing the Sourcewell Cooperative Agreement. Leaders will then work with respective staff to ensure they can articulate the benefits of the Agreement and share relevant case studies and understand the Sourcewell procurement process, procedures, and policies.
84	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not applicable.

<p>85</p>	<p>Describe any training programs related to this proposal such as OSHA training, safety training, electrical safety, etc. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Ameresco has a vested interest in the equipment performance and maintenance required to realize all possible energy savings, which form the basis of our guarantee. Ameresco does not, however, require its customers to purchase equipment maintenance services from Ameresco, or from any other party, as a condition of its performance contracts.</p> <p>Training of the participating entity's staff who will be involved in the long-term operation of the new equipment and systems is of paramount importance. A strong focus on energy savings strategies and maintenance schedules will be provided to those individuals. Because the Sr. Project Manager will be familiar with the newly installed equipment and systems, as well as the site's facilities and personnel, this staff member is the most appropriate candidate to supervise training efforts. By providing training in the proper O&M of the newly installed measures, both Ameresco and the participating entity are assured of sustained performance of the equipment and persistence of energy and water savings.</p> <p>Training typically commences during the commissioning phase when staff will first become acquainted with the new equipment and systems. Training will be conducted in a classroom setting and documented on video to train new staff or provide refresher courses for existing employees. The basic format includes an introduction to the overall installation, so that all staff members understand the benefits of the equipment and systems. Each measure will be explained in detail, including how to operate, maintain and troubleshoot, as well as any possible interactions with existing equipment. Documentation will include review of O&M manuals, drawings, and equipment specification literature. A hands-on approach will be encouraged to facilitate understanding of all presented material. The training will emphasize the essential role that equipment users and operators play in energy conservation, as poorly maintained equipment will not perform as efficiently as possible, as well as experience more frequent breakdowns and a shortened useful service life.</p> <p>Ameresco will make provisions with the participating entity to conduct training sessions at remote sites if needed. Informal training can also be provided throughout the contract term and may be accomplished in conjunction with an O&M contract.</p> <p>Ameresco will provide a comprehensive training program to facilities' operation staff to ensure the energy program maximizes our client's investment for years to come. We consistently receive high marks from our clients due, in part, to the outstanding service and training provided during construction and throughout the contract period. Careful attention is paid to the abilities and experience of the Member's staff who will be involved in the training and long-term operation of the new equipment and systems.</p> <p>Ameresco's Senior Project Manager, who will be most familiar with the newly installed equipment and systems, will train the facility's personnel. By providing training on the proper operations and maintenance (O&M) of the newly installed ECMs, both Ameresco and the client are assured of sustained performance of the equipment and persistence of energy and water savings. For specific systems or installations, Ameresco often engages the vendor or manufacturer to enhance the training provided.</p> <ul style="list-style-type: none"> • Technical Training is for those groups with direct responsibility for the management, oversight, operation and maintenance of all energy systems and equipment within the client's facilities. Staff is trained on specific components and equipment, such as lighting, building controls, chillers and boilers, as well as how the overall project operates as a system. Training is often conducted at the time of commissioning, as this is one of the best opportunities to fully understand the sequence of operation of the equipment and to review the installation. • Non-Technical Training will be offered to the broadest possible range of facility groups and building occupants to the fullest extent possible. For example, Ameresco can work with the client to evaluate the need for a facility-wide energy policy. A well-defined and effective energy policy provides goals, objectives and management direction and leadership for all energy or sustainability-related activities and initiatives; and Ameresco can work with the client to implement an outreach and awareness program to educate staff, visitors and the community about the energy and water efficiency projects being conducted. Messaging will highlight the importance of energy and water conservation, as well as how building users and the public, as applicable, can contribute to the success of the project. <p>Training will be conducted in a classroom setting and documented on video to train new staff or provide refresher courses for existing employees. The basic format includes an introduction to the overall installation, so that all staff members understand the benefits of the equipment and systems. Each ECM will be explained in detail, including how to operate, maintain and troubleshoot, as well as any possible interactions with existing equipment. Documentation will include review of O&M manuals, drawings and equipment specification literature. A hands-on approach will be encouraged to facilitate an understanding of all presented material. Ameresco will make provisions with the client to conduct training sessions at remote sites, if needed. In addition, informal training can also be provided throughout the contract term and may be accomplished in conjunction with an O&M contract.</p> <p>Optional Operations and Maintenance Services: The participating entity shall retain full and complete authority over its equipment and facilities during the contract term. Therefore, the participating entity may choose to perform the O&M internally and/or have the O&M performed by others at their discretion, provided all maintenance procedures meet or exceed the standards set forth in the contract. These standards shall be clear, concise, and thoroughly documented as part of the training. O&M manuals will be submitted to the participating entity's facility(ies) upon commencement of the performance period services. If the participating entity deems it appropriate to accomplish the required O&M through a third party, these standards shall serve as a minimum level of service.</p> <p>At the participating entity's discretion, Ameresco can offer a comprehensive O&M service plan in the final contract. This O&M plan will help to ensure that energy savings are maintained over the term of the contract and extend the useful life of installed equipment. Responsibility for managing this ongoing service will be assigned to Ameresco's Manager of Measurement and Verification supported by local management and qualified service providers to assure responsiveness. These firms will be mutually selected with the participating entity based on reputation, qualifications, and ability to respond to scheduled and emergency service calls within required time periods.</p>
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<p>86</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Ameresco is a one-stop provider with the ability to develop, design, construct, guarantee, operate and maintain complex multi-faceted projects. As we have with all of our clients, we aim to serve in a creative and consultative capacity which demonstrates our capabilities to partner and integrate ourselves as an extension of the Member's staff.</p> <p>Our projects incorporate innovative technology and techniques, customized to improve the efficiency of major building systems. Energy Efficiency measures and upgrades often include lighting, water, heating, ventilation, cooling, building envelope, smart meters, water and wastewater treatment plants, and controls.</p> <p>We promote resiliency and sustainability by developing and building Distributed Energy Generation, Storage Systems, and Microgrids. We can build, operate, and maintain these plants, or can build plants under our ownership to mitigate customer risk while providing the localized benefit of onsite energy generation.</p> <p>Ameresco's experience in building modernization, retrofits, and work with utility distribution systems and design-build construction falls into the Infrastructure expertise bucket. Ameresco has worked to monetize existing energy and water/wastewater assets and take ownership and operation off a customers' balance sheet.</p> <p>Data drives our Energy Analytics & Supply solutions ranging from our proprietary asset management software, AssetPlanner®, to energy procurement services for negotiating contracts and stabilizing customers' energy budgets.</p> <p>Our holistic approach to energy and utility resource solutions ensures end-to-end technical guidance, from project inception to continued Operations & Maintenance (O&M) of systems. Ameresco understands that a well-designed and properly executed O&M program is a crucial element in the equipment performance and maintenance required to realize all possible energy and utility resource savings.</p>
<p>87</p>	<p>Please describe which memberships/certifications your company may have relevant to this RFP:</p> <p>-National Association of Energy Service Companies (NAESCO)</p> <p>-Department of Energy (DOE) qualified list of energy service companies (ESCOs)</p> <p>-Other (list)</p>	<p>Ameresco is a member of the National Association of Energy Service Companies (NAESCO), the leading advocacy and accreditation organization for Energy Service Companies dedicated to modernizing America's building infrastructure through performance contracting. Ameresco's CEO, George Sakellaris, was one of the founding members of NAESCO, and served as its president for several years. (https://members.naesco.org/accredited-companies/Details/ameresco-2257322)</p> <p>Additionally, Ameresco is recognized by both the U.S. Department of Defense (DOD) and Department of Energy (DOE) as a federal qualified ESCO, a designation that Ameresco has held each year that these federal agencies have pre-qualified candidate firms. Per Department of Energy data, Ameresco has guaranteed more savings to the federal government per dollar invested than any other energy services company. (https://www.energy.gov/femp/doe-qualified-energy-service-companies)</p> <p>Ameresco holds State Specific business, general contracting and engineering licenses across the United States and is pre-qualified as an ESCO provider in multiple states.</p> <p>In addition, Ameresco is a supporter of the USDOE ESPC Campaign (https://www.energy.gov/scep/escp-campaign/home).</p>
<p>88</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Ameresco is leading the quest to change the world as the trusted sustainability partner creating valued, single-sourced, efficient energy solutions delivered with passion, expertise, teamwork, and a relentless focus on customer satisfaction. We recognize that our vision of "Energizing a Sustainable World" will be fully realized when our actions as a company, and as people acting within the company, have a consistently positive impact on the long-term health of our ecology and economy. To be a trusted sustainability partner, Ameresco is committed to optimizing sustainable outcomes for all stakeholders by pursuing initiatives and measures for energy efficiency and sustainability. Ameresco strives to build, encourage, and maintain a culture of sustainability that guides our activities everywhere we operate and in everything we do.</p> <p>At Ameresco, our principal goal is to deliver energy projects that cover the full range of end users' energy enterprise, from conservation to generation and strategic planning to data management. Our independent, technology-agnostic approach allows us to develop integrated customer solutions that deliver multiple client benefits.</p> <p>Since 2010, Ameresco's renewable energy assets and customer projects have delivered a carbon emission reduction equivalent to more than 110 million metric tons of CO2. In 2023 alone, Ameresco's carbon emission reduction totaled approximately 16 million metric tons of CO2 which is equal to one of the following:</p> <ul style="list-style-type: none"> • Carbon dioxide emissions from 41 billion miles driven by an average passenger vehicle; or • Carbon sequestered by 19 million acres of U.S. forests in one year. <p>Ameresco heavily influences the method in which materials are procured, electing prefabricated materials wherever possible. Prefabrication in the factory has multiple benefits. For example, when units of steel are created in the factory all extra scraps can be recycled and reused. Factory prefabrication also reduces onsite error, which minimizes the amount of waste and disruption with the facility, community, and environment.</p> <p>Onsite, the processes we use are critical to overall project success. From ensuring that resources are being used in an efficient way, to maintaining a sustainable workforce; it all plays an important role. For example, the downstream environmental implication of solar system is the left-over equipment at the end of its lifecycle. While a solar system will continue producing for several decades, it is important to have a recycling plan when it comes time to decommission. Ameresco works with a recycling company that is determined to keep solar hardware out of landfills. Their team of specialists fully harvests all parts, remarketable components, and scrap materials without threatening the environment. Additionally, sustainability in the workforce is often overlooked. At Ameresco, we uphold a conducive work environment, where employees and subcontractors are not overused or depleted.</p> <p>Additionally, enforcing safety protocol is our number one priority at any jobsite. When the workforce is properly managed and cared for, less mistakes occur, resulting in less time, waste, and disruption. Overall, these practices have a positive impact on the environment and surrounding community.</p> <p>Additionally, Ameresco is proud to support numerous environmentally-focused organizations such as the US Green Building Council, the Alliance to Save Energy, New England Women in Energy and the Environment, the National Association of Housing and Redevelopment Authority, Association of the Advancement of Sustainability in Higher Education, the National Association of Energy Services Companies, and the International District Energy Association. Ameresco also advocates for environmental responsibility and recently testified at a public hearing before the U.S. Environmental Protection Agency (EPA) regarding the market participation of Renewable Natural Gas (RNG) under the Renewable Fuel Standard program.</p> <p>More information on Ameresco's environmental strategy and initiatives can be found in Ameresco's 2023 Impact Report by visiting https://www.ameresco.com/esg/.</p>

89	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>While not a manufacturer, Ameresco is an ENERGY STAR Partner. The ENERGY STAR Program has advanced the adoption of energy efficient products, practices, and services through valuable partnerships, objective measurement tools, and consumer education. We have experience tracking project savings using the Energy Star Portfolio Manager to track building performance. Once the utility meter data has been processed, a regular update of Portfolio Manager data will be performed to ensure the ENERGY STAR portal stays up to date with project results.</p> <p>In addition to the company's accreditations and program partnerships, Ameresco energy efficiency, distributed generation, advanced technology, and renewable energy projects have won acclaim from federal agencies and local governments and have received numerous awards from green energy associations and environmental groups. Ameresco, its client projects, and industry leadership has been recognized by Forbes, Fast Company, S&P Global Platts, Frost and Sullivan, Guidehouse Insights, Energy + Environmental Leader, Renewable Energy World, U.S. Environmental Protection Agency, U.S. Department of Energy, Association of Energy Engineers, Ernst & Young, Solar Power World, among others. Please visit www.ameresco.com/company/company-and-client-awards/ for more information.</p>
90	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable.
91	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>As a trusted provider, Ameresco's offerings include the development, design, arrangement of financing, construction, and installation of solutions that deliver measurable cost and energy savings while enhancing the operations, energy security, infrastructure, and resiliency of a facility.</p> <p>At the core, customers choose Ameresco because we are uniquely positioned as...</p> <ul style="list-style-type: none"> • Innovative: Ameresco is an innovative technology integrator with a comprehensive portfolio of energy efficiency, infrastructure upgrades, asset sustainability and renewable energy solutions. Our creative staff with specialized technical knowledge drive state-of-the-art design and engineering. We believe in excellence and innovation in every project. • Experts: We deliver a broad and deep solution portfolio within a single energy partner. From design and development to financing and construction, our in-house technical expertise sets us apart. Energy is the core of our business. It is who we are, and it is what we do. • Independent: Our objective approach enables us to implement the most advanced technologies to meet the unique needs of each customer. Our designs and services are based only on our customer needs. We deploy best-in-class solutions with no technical or vendor bias. <p>And even more reasons that have guided our successful track record...</p> <ul style="list-style-type: none"> • Comprehensive: We are a one-stop provider with the ability to develop, design, construct, operate, and maintain complex multi-faceted projects. • Experienced: We have more than 20 years of experience implementing comprehensive solutions across local and national markets. • Global Perspective, Local Presence: We leverage best-in-class technology with local project leaders who know your community. • Thought Leaders: Ameresco has paved the way from performance contracts to battery storage. Our team of experts leads thought-provoking industry conversations, trends, and associations across our markets and technology application use cases. • Market Position: Ameresco was named a Leader in the Energy Service Companies Market according to the 2023 Guidehouse Insights Leaderboard Report, and named 2023 North American Energy Services Company of the Year by Frost & Sullivan.

Table 11: Exceptions to Terms, Conditions, or Specifications Form

Line Item 92. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - AMERESCO_Sourcewell RFP071624_Table 7. Q71-72 Pricing.pdf - Tuesday July 16, 2024 11:18:53
- [Financial Strength and Stability](#) - AMERESCO_Sourcewell RFP071624_Q12 Financials.zip - Tuesday July 16, 2024 08:18:42
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - AMERESCO_Sourcewell RFP071624_Q74 Sample ESA.pdf - Tuesday July 16, 2024 08:18:51
- [Requested Exceptions](#) - AMERESCO_Sourcewell RFP071624_Table 11. Proposed Exceptions.pdf - Tuesday July 16, 2024 12:06:41
- [Upload Additional Document](#) - AMERESCO_Sourcewell RFP071624_Table 5-6, 10 Responses.zip - Tuesday July 16, 2024 12:20:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:

Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ron Haxton, SVP - Business Development, Ameresco, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP_071624_Energy_Savings_Performance_Contracting Mon July 8 2024 03:50 PM	☑	-
Addendum_6_RFP_071624_Energy_Savings Fri July 5 2024 02:55 PM	☑	-
Addendum_5_RFP_071624_Energy_Savings_Performance_Contracting Wed July 3 2024 09:12 AM	☑	1
Addendum_4_RFP_071624_Energy_Savings_Performance_Contracting Mon July 1 2024 02:50 PM	☑	1
Addendum_3_RFP_071624_Energy_Savings_Performance_Contracting Thu June 13 2024 02:02 PM	☑	1
Addendum_2_RFP_071624_Energy_Savings_Performance_Contracting Wed June 5 2024 09:38 AM	☑	1
Addendum_1_RFP_071624_Energy_Savings_Performance_Contracting Tue June 4 2024 11:55 AM	☑	1