

**MASTER AGREEMENT #071624****CATEGORY: Energy Savings Performance Contracting with Related Services****SUPPLIER: CMTA, 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 CMTA, Inc., 10411 Meeting Street, Prospect, KY 40059 (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 Sourcewell 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 Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell 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 Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell 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.

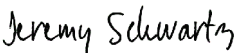
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

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.

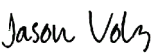
071624-CMA

Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
7/11/2025 | 8:03 AM CDT
Date: _____

CMTA, Inc.

Signed by:

73A14C886C274F1...

By: _____
Jason Volz
Title: PE Partner
7/11/2025 | 7:59 AM CDT
Date: _____

RFP 071624 - Energy Savings Performance Contracting with Related Services

Vendor Details

Company Name: CMTA
Address: 9519 Civic Way
Prospect, KY 40059
Contact: Jason Volz
Email: jvolz@cmta.com
Phone: 502-548-2221
HST#: 61-0864428

Submission Details

Created On: Thursday June 27, 2024 13:23:22
Submitted On: Tuesday July 16, 2024 14:35:48
Submitted By: Jason Volz
Email: jvolz@cmta.com
Transaction #: 9fc37a20-f91b-4360-8b16-a0e725324a4f
Submitter's IP Address: 134.238.179.12

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.	CMTA, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell?	Yes	*
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).	There are none.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	L4XTPKBQCN83	*
5	Provide your NAICS code applicable to Solutions proposed.	541330 Construction engineering services; Electrical engineering services; Engineering consulting services; Engineering design services; Mechanical engineering services 236220 – educational building construction; recreational facility building construction; school building construction; Stadium and arena construction 238220 – HVAC System Installation/renovation	*
6	Proposer Physical Address:	10411 Meeting Street, Prospect, KY 40059	*
7	Proposer website address (or addresses):	www.cmta.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):	Jason Volz, PE, Partner, 10411 Meeting Street, Prospect, KY 40059; jvolz@cmta.com; (502) 548-2221	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Volz, PE, Partner, 10411 Meeting Street, Prospect, KY 40059; jvolz@cmta.com; (502) 548-2221	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Jackson, Proposal Manager, 10411 Meeting Street, Prospect, KY 40059; ajackson@cmta.com; (502) 553-9118	*
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).	CMTA, Inc. was founded in 1968 as a consulting engineering firm. Today, it is one of the largest and fastest-growing engineering firms in the nation. CMTA expanded in 2012 to integrate our expertise in energy-efficient engineering and design-build construction to offer performance contracting services through our Energy Solutions division, which is NAESCO accredited. Together, our Energy Solutions and Engineering Design teams have 44 offices in 16 states and 1,040 employees. Combined, our engineering staff provides hundreds of years of engineering design, construction, and design-build performance contracting experience to any project. CMTA is a top 25 MEP firm and top 20 Commissioning firm nationally, as ranked by Consulting-Specifying Engineer Magazine in 2023. CMTA has won 40 ASHRAE awards in the last five years, with 18 of those being on a national level. Our leadership in energy efficiency is demonstrated by our resume: <ul style="list-style-type: none"> • 90 Zero Energy Projects • 887 ENERGY STAR projects, 33 with perfect scores of 100 • 245 LEED Certified Buildings • 9 WELL projects • 150 megawatts of renewable power (solar PV or CHP) designed and/or built by CMTA 	*
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.	We have attached a bonding capacity letter in the documents section. This letter details we have the financial strength and stability to implement projects of significant size across the United States.	*
13	What is your US market share for the solutions that you are proposing?	3.3%	*
14	What is your Canadian market share for the solutions that you are proposing?	We do not operate in Canada.	*
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.	We have not had any.	*

16	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. 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? 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?	CMTA is a service provider. Our Energy Solutions division utilizes 10 Business Development staff that are CMTA employees. This staff directs sales activity across each of their respective regions of the United States. Project opportunities are also generated by references from the clients of our engineering design firm. These references are generated across the country from the 44 offices that are part of our company.
17	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.	We are one of 20 energy savings performance contracting companies in the United States accredited by the National Association of Energy Service Companies. Additionally, some states require prequalification to be able to perform work within the state. CMTA holds many of these prequalified designations for different states across the country, including but not limited to Colorado Delaware, Georgia, Indiana, Maryland, Mississippi, North Carolina, Pennsylvania, Tennessee, and Virginia. CMTA also has memberships and accreditations with the United States Green Building Council (USGBC), American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE), and the Association of Energy Engineers (AEE). CMTA is one of 100 Department of Energy Qualified Energy Service Companies as well. Lastly, CMTA holds general contractor licenses in dozens of states and localities, as required by that local jurisdiction.
18	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.	There are none.
19	Describe any relevant industry awards or recognition that your company has received in the past five years	CMTA is the most awarded ASHRAE Technology Awards winner in the world. These awards are given annually to projects that demonstrate outstanding achievements in applying innovative building design in the areas of occupant comfort, indoor air quality and energy conservation. <ul style="list-style-type: none"> 2024 First Place <ul style="list-style-type: none"> Aldie Elementary School, Loudoun County Public Schools, VA: Education-Existing Mountrail Williams Electric Co-Op Headquarters, ND: Commercial-New Bon Secours Mercy Health Lourdes Hospital, KY: Healthcare-Existing Liberty Mutual Boston Campus, MA: Commercial-Existing 2024 Second Place <ul style="list-style-type: none"> John Lewis Elementary School, DC Public Schools, DC: Education-New 2024 Honorable Mention <ul style="list-style-type: none"> Thurston Residence Hall, George Washington University, DC: Residential-Existing 2023 First Place <ul style="list-style-type: none"> Holabird and Graceland Schools, Baltimore County Public Schools, MD: Education-New Arlington County Lubber Run Community Center, VA: Public Assembly-New Marriott Ingalls Building, OH: Commercial-Existing 2023 Second Place <ul style="list-style-type: none"> Veterinary Diagnostics Laboratory, North Dakota State University, ND: Other Institutional-New CMTA Energy Solutions Office, KY: Commercial-Existing 2023 Honorable Mention <ul style="list-style-type: none"> Belknap Academic Building, University of Louisville, KY: Education-Facilities-New 2022 First Place <ul style="list-style-type: none"> Kentucky Community and Technical College System, KY: Educational-Existing Norton Novak Center for Children's Health, KY: Healthcare-New 2021 First Place <ul style="list-style-type: none"> Historic Mercy High School Renovation to become Gamble Montessori, Cincinnati Public Schools, OH: Educational-Existing 2021 Second Place <ul style="list-style-type: none"> Alice West Fleet Elementary School, Arlington Public Schools, VA: Educational-New 2021 Honorable Mention <ul style="list-style-type: none"> Massachusetts Hall Historical Renovation, Harvard University, MA: Educational-Existing 2020 Second Place <ul style="list-style-type: none"> Frederick Douglass High School, Fayette County Public Schools, KY: Education-New 2019 First Place <ul style="list-style-type: none"> Discovery Elementary School, Arlington County Public Schools, VA: Education-New 2019 Second Place <ul style="list-style-type: none"> CMTA Lexington Corporate Office, KY: Commercial Buildings-New 2019 Honorable Mention <ul style="list-style-type: none"> Kentucky Exposition Center, KY: Public Assembly-Existing
20	What percentage of your sales are to the governmental sector in the past three years	For our performance contracting division, governmental sector sales represent 98% of our total sales.
21	What percentage of your sales are to the education sector in the past three years	For our performance contracting division, education sector sales represent 84% of our total sales.
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?	The Interlocal Purchasing System (TIPS) – \$400,000 Kentucky Educational Development Corporation (KEDC) - \$16,559,642
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?	We have multiple GSA and master agreement orders from different public entities across the country. One such example is our IDIQ contract to support Military Missions. Contract # W912QR23R0008 - \$3,538,611

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 *	
City of Fairfax, VA	Mr. Kevin Smith, Division Manager, Energy Programs	(571) 536-1490, Kevin.Smith2@fairfaxcounty.gov	*
Center Grove Community School Corp., IN	Dr. William Long, Interim Superintendent	(317) 881-9326, longw@centergrove.k12.in.us	*
Boyd County Schools, KY	Bill Boblett, Superintendent	(606) 928-4141, bill.boblett@boyd.kyschools.us	*

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	Warren County Public Schools, Phase 1, Bowling Green, KY	Oxford Public Schools, Oxford, Mississippi	Fairfax County Government Phase 1, Fairfax, Virginia	Jasper County Schools, Ridgeland, South Carolina	Kentucky State Office Buildings Phase 2, Frankfort, Kentucky	*
Facility Type and Use	K-12 school	K-12 school	Municipal Government	K-12 school	State government	*
Project Size -Number of Buildings -Total Square Footage	28 buildings, 2,350,000 square feet	12 facilities, 785,865 square feet	3 facilities, total of 151,502 square feet	4 facilities, 600,000 square feet	4 facilities, 882,761 square feet	*
Types of Measures	<p>HVAC system renovations for 6 schools</p> <p>New geothermal systems installed for 5 schools</p> <p>New direct digital HVAC control systems to monitor, diagnose and troubleshoot HVAC systems in 20 buildings</p> <p>LED lighting replacements and retrofits for over 23,000 fixtures</p> <p>Electrical infrastructure modifications for 3 schools</p> <p>Plumbing fixture retrofits and replacements for 15 schools</p> <p>Roof replacement for Warren Elementary School</p> <p>520 kilowatts of roof-mounted solar panels for 6 schools</p>	<p>HVAC system and equipment replacement for Oxford Intermediate School</p> <p>Roof replacement for Oxford Intermediate School and the IT Building</p> <p>Controls retrocommissioning for Oxford High School, Central Elementary School, and Oxford Middle School, integrating systems into a web-based DDC system</p> <p>Domestic water heating and efficiency improvements for Oxford High School</p> <p>Indoor air quality improvements in 9 facilities</p> <p>LED lighting upgrades throughout 9 facilities and football field</p> <p>IT Room mechanical cooling installation for 4 facilities</p>	<p>Cub Run RECenter</p> <ul style="list-style-type: none"> New 9 million BTU hot water plant with new condensing boilers, pumps, and variable frequency drives (VFDs) Hot water plant renovation includes decoupling of hydronic and domestic water systems for greater control and increased energy savings New heat recovery chiller system to recover waste energy and utilize it to heat the building's two indoor pools Central plant control upgrades and advanced energy saving operational sequences <p>South Run RECenter</p> <ul style="list-style-type: none"> HVAC upgrades throughout the facility, including new pool dehumidification units, packaged rooftop units, and variable air volume (VAV) systems HVAC system upgrade from constant volume to high-performance VAV system to maximize energy savings New Building Automation System (BAS) for all HVAC equipment in the facility <p>City of Fairfax Regional Library</p> <ul style="list-style-type: none"> upgrading the existing lighting system with energy-efficient LED technology installing occupancy (motion) sensors and time clocks to further increase energy savings and extend lamp life adding low-flow faucet aerators to all sinks in public restrooms to increase water and sewer savings in the facility 	<p>6,767 LED lighting retrofits for all 4 buildings</p> <p>300+ low-flow plumbing fixtures installed</p> <p>42 high-efficiency single zone variable air volume rooftop units installed</p> <p>6 roof-mounted variable air volume units serving over 50+ zones installed</p> <p>55 kW of solar panels installed at Jasper County District Office and Jasper County Alternative Program</p> <p>Building automation HVAC controls upgrades at all facilities</p>	<ul style="list-style-type: none"> All new high-efficiency boilers in each building New LED Lighting inside and out New DDC controls system and HVAC overhaul at the Annex building New unfloor air terminal boxes 	*
Project Cost: Installed Project Costs	\$30,324,085	\$6,234,450	\$3,844,275	\$8,485,000	\$5,946,685	*

Project Cost: Financed Amount	CMTA was awarded a \$375,000 grant from the Kentucky Energy and Environment Cabinet to support the installation of 520 kW of roof-mounted solar photovoltaic arrays across six buildings. The project was 51% funded by savings. The rest of the cost was paid for by WCPS.	Oxford Public Schools is using \$2,289,602 of Elementary & Secondary School Emergency Relief (ESSER) funds for this project. \$4,064,846 of the project is being funded by savings.	This project was directly funded by Fairfax County.	This project is completely funded from savings.	The project was 100% funded from savings with no escalation assumed for energy or maintenance savings.	*
Guaranteed Annual Savings (\$)	\$947,591	\$225,185	\$131,779	\$286,403	\$613,093	*
Financing/Funding Source	CMTA was awarded a \$375,000 grant from the Kentucky Energy and Environment Cabinet to support the installation of 520 kW of roof-mounted solar photovoltaic arrays across six buildings. The project was 51% funded by savings. The rest of the cost was paid for by WCPS.	Oxford Public Schools is using \$2,289,602 of Elementary & Secondary School Emergency Relief (ESSER) funds for this project. \$4,064,846 of the project is being funded by savings.	This project was directly funded by Fairfax County.	This project is completely funded from 51% savings.	The project was 100% funded from savings with no escalation assumed for energy or maintenance savings.	*
Project Schedule -Construction Start and End Dates -Guarantee Period Start and End Dates	Construction: May 1, 2018 – November 30, 2019 Guarantee: May 2018 – April 2038	Construction: February 2022 – December 2022 Guarantee: November 2021 – November 2036	Construction: November 2021 – November 2022 Guarantee: November 2021 – November 2026, with 2 optional 5-year extensions	Construction: March 2020 – June 2020 Guarantee: June 2019 – July 2029	Construction: January 2019 – January 2020 Guarantee:	*
Measurement and Verification Methods	IPMVP Options A, B, C, D	IPMVP Options A and C	IPMVP Options A and D	IPMVP Options A, B & C	December 2018 – November 2030	*
Term of financing agreement	20 years	15 years	The contract is 5 years with 2 optional 5-year extensions	10 years	12 years	*

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

Describe your company's capability to meet the needs of Sourcwell 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.	We have 10 Business Development personnel. They currently cover a geographic region spanning the entire country. In addition, we have engineering staff in 44 offices across the country that work with these staff members to identify clients that are in need of performance contracting services.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We have 10 Business Development personnel, as well as service staff. Our offices include:</p> <ul style="list-style-type: none"> • San Francisco, California • Denver, Colorado • Washington, DC • Fort Myers, Florida • Fort Pierce, Florida • Kissimmee, Florida • Miami, Florida • Orlando, Florida • Tampa, Florida • West Palm Beach, Florida • Indianapolis, Indiana • Lexington, Kentucky • Paducah, Kentucky • New Orleans, Louisiana • Annapolis, Maryland • Baltimore, Maryland • Boston, Massachusetts • Framingham, Massachusetts • Alexandria, Minnesota • Duluth, Minnesota • Mankato, Minnesota • Minneapolis, Minnesota • Perham, Minnesota • Charlotte, North Carolina • Raleigh, North Carolina • Bismarck, North Dakota • Fargo, North Dakota • Grand Forks, North Dakota • Cincinnati, Ohio • Columbus, Ohio • Philadelphia, Pennsylvania • Columbia, South Carolina • Dallas, Texas • Houston, Texas • Chattanooga, Tennessee • Nashville, Tennessee • Arlington, Virginia • Fairfax, Virginia • Richmond, Virginia • Vienna, Virginia • Charleston, West Virginia • Charles Town, West Virginia • Lewisburg, West Virginia 	*
28	Service force.	We have a workforce of 1,040 that includes 240 licensed engineers and 103 engineers in training (EITs), more than 100 construction managers and construction administrators.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We work with facility owners directly to identify their needs and determine if energy savings can be used to fund solutions for those needs. We then develop a scope of work to address those needs. If the owner decides the solutions are the appropriate solutions, we work with them directly to contract that work with them. There are not any third parties involved in the ordering process.	*
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>Our service department does not sell service contracts. Our service program is dedicated to servicing any warranty issues that arrive after construction. All warranty service requests are routed through CMTA's single point of contact on the project for continuity, clarity, and record-keeping. The first line of defense for the quickest response would be CMTA's qualified HVAC and control technicians on staff, our Sustainability Team. These qualified HVAC technicians can take care of most issues very quickly and provide an response within 24 hrs. Our technicians also serve as triage for any larger issues related to equipment that require a certified manufacturer's technician. For those types of issues, a certified manufacturer's technician will be utilized, under supervision and in collaboration with our service technicians and project manager.</p> <p>In addition, our construction managers enforce quality daily throughout the construction process. Subcontractors are directed to fix deficient items in real time. Progress and issues are documented in our daily logs and also in weekly reports that are shared with clients. Additionally, these construction managers are our first line of defense on problem calls. We are able to promptly respond to any complaint (such as temperature hot/cold calls) with same day service during active construction projects.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are willing and able to provide our services throughout all 50 states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CMTA does not service Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	CMTA does not service Canada.	*
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.	CMTA is open to working with all participating entities.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

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

Line Item	Question	Response *
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36	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>The way CMTA approaches performance contracting is, in essence, to handle all engineering and management work in-house so that we control 100% of the technical aspects of the project rather than third parties. This ensures that the design and implementation meet our standards and that our results outperform the typical performance contracts. Simply stated, the ability to control quality is lost when an energy services company allows a subcontractor to take over the intellectual portion of any solution. Regarding the specific scope of services that CMTA provides in our performance contracting projects, this includes:</p> <ul style="list-style-type: none"> Energy engineering Design engineering Investment grade audit Bidding and value engineering Equipment procurement Submittal review Security solutions design Construction management Commissioning Measurement and verification Warranty support services Energy management
37	What is your process for measurement and verification?	<p>CMTA stands out among ESCOs by consistently guaranteeing and exceeding the guarantee on our whole meter energy performance projects. We accomplish this by adopting a comprehensive approach to each building we design and meticulously monitoring its performance after completion. We are currently monitoring over 500 facilities each month, which helps us understand the expected performance of a properly functioning facility better than any other ESCO.</p> <p>We utilize different measurement and verification options depending on the project and its requirements:</p> <ul style="list-style-type: none"> • Option A: Retrofit Isolation (Key Parameter Measurement) - This option involves measuring key performance metrics that define how the energy system operates under the ECM retrofit. The metrics that are not measured are estimated based on historical data and engineering advice. For example, in a lighting retrofit, we can measure the power drawn and estimate the operational hours. • Option B: Retrofit Isolation (All Parameter Measurement) - This option involves taking field measurements to determine the actual energy savings of systems that have undergone an energy conservation measure. For example, in a lighting retrofit, we can measure the power drawn and measure the operational hours. • Option C: Whole Facility - Our preferred method, Option C, measures energy savings by recording the amount of energy used at the entire facility over a specified period. These measurements are taken continuously throughout the reporting period by the utility company. • Option D: Calibrated Simulation - This option determines savings by simulating the energy usage of the entire building. The simulations aim to demonstrate and predict the actual performance of the system. <p>Our M&V plans are straightforward and not filled with complex formulas or calculations. The baselines are actual utility costs, and the savings are the differences in utility bills before and after the project construction.</p> <p>In summary, CMTA believes in transparent and easily understood measurement and verification. Our guarantees are based on full utility meter performance. We have a system in place to track all projects monthly. An accountant collects all relevant utility bills monthly and inputs them into a report shared with each project manager. This allows us to take immediate action in case of any performance issues. To date, CMTA has never fallen short of a performance guarantee.</p>
38	Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.	<p>CMTA's approach to calculating baseline use is simple and transparent, with no complex computer modeling or calculations. We gather utility data from actual bills over a typical baseline period, usually the previous two to three years. This data is used to compile the baseline, and we work directly with the entity and utility companies to gather the bills.</p> <p>We first calculate the building energy use intensity (EUI) using the building size and utility data from the Owner. We usually average the 3-year utility consumption and cost to establish the baseline for each building. We also verify all meter numbers and locations to ensure all meters are accounted for. To date, CMTA has not included any baseline adjustments in our contracts.</p> <p>Our savings guarantee method is usually the International Performance Measurement and Verification Protocol (IPMVP) Option C, which does not require annual weather or occupancy adjustments. Therefore, we carefully develop the baseline year to reflect a facility's typical usage. We strongly believe that baselines should be based on actual usage and expenses, not calculations.</p> <p>This, we believe, is the best way to protect Sourcewell's Participating Entities from entering a bad energy savings performance contract and is the ONLY way to ensure that utility dollars spent after the project can be directly compared to utility dollars spent before the project without the need for any numerical acrobatics.</p>
39	How is a performance guarantee provided (self-guarantee or third party)?	<p>CMTA self-guarantees the energy savings of each project. CMTA has delivered over \$500 million in guaranteed energy savings projects and has never missed a guarantee.</p> <p>Regarding construction performance, CMTA will provide a 100% performance and payment bond via a third party surety company to Sourcewell's Participating Entities as protection during construction.</p>
40	How is insurance provided (self-guarantee or third party)?	<p>CMTA carries third-party insurance. This protects CMTA and the Owner from major events. The following are typical owner insurance required levels that we comply with:</p> <ul style="list-style-type: none"> • Commercial and General Liability: \$1,000,000 each occurrence, \$2,000,000 general aggregate. • Comprehensive Automotive Liability: \$1,000,000 each occurrence. • Workman's Compensation Insurance and Employee Liability Insurance: \$2,000,000 each occurrence. • Excess General Liability: \$10,000,000.

41	With guaranteed savings contracts, how do you handle a situation where a performance guarantee is not being met?	<p>Simply put, if the savings do not meet the guarantee, CMTA will write the owner a check to cover the difference. Despite regularly guaranteeing greater energy savings than our competitors, CMTA has never had a savings shortfall. We are able to accomplish this in two ways:</p> <ol style="list-style-type: none"> 1. Our most valuable resource is our massive internal database of building energy performance across an extremely broad scope of building types. CMTA has spent decades assembling this comprehensive database, which documents system types, project scope, and pre- and post-project energy use intensity (EUI). This gives us the confidence and the data necessary to provide aggressive guarantees and then back them up with real performance that not only meets, but exceeds the guarantee. 2. CMTA practices a continuous commissioning process throughout the first year of operation and beyond for all of our ESPC projects. CMTA continuously monitors web-based building automation systems to assess the "live" performance of each building, space, and piece of equipment associated with our project. Furthermore, our engineers track utility bills monthly, as they are delivered, throughout the duration of the guarantee. Those actual bills are compared against the baseline and guaranteed values each month. It is through this real-time monitoring and analysis that CMTA can catch potential shortfalls before they happen and make immediate adjustments. <p>While CMTA has never fallen short of a guarantee, there are many examples in which CMTA Project Managers, Engineers, or Construction Managers have identified potential shortfalls before they could happen and worked quickly to deliver solutions that have ensured our guarantees are always met. Below are five such examples.</p> <p>Example 1. Sunset Avenue Elementary School, Clinton City Schools, NC At Sunset Avenue Elementary School in Clinton, North Carolina, our engineers noticed a spike in electrical usage when reviewing the utility provider's August bill. CMTA immediately dove in and identified an issue where several zones had excessively long occupied hours outside of actual occupancy. This had caused water-source heat pumps (WSHPs) in those zones and the associated central plant to run too many hours. The issue was caused when a school district official had accidentally extended the normal building operating schedule far beyond the actual occupied hours. The CMTA team adjusted the schedule back to normal occupancy and this corrected the issue, limiting the impact and ensuring the guarantee was met.</p> <p>Example 2. Taylor County Middle School, Taylor County Schools, KY At Taylor County Middle School in Taylor County Schools, Kentucky in the first year of our guarantee period, the CMTA engineer evaluating the monthly utility bills grew suspicious when he noticed the natural gas bills were not trending down as quickly as expected as the seasons transitioned from winter to spring. In digging into the data, our engineer determined that the Dedicated Outside Air Units installed as part of the project had not been set up correctly by the factory startup service. The units were set up for winter operation with a 105°F discharge air temperature setpoint. The technician had forgotten to set up the units to vary that discharge temperature month by month as the actual outside air temperature changed, so, it was still discharging 105°F in March as the temperatures warmed. This issue was quickly corrected, and the gas performance immediately fell in line with the expected usage.</p> <p>Example 3 – Berkeley Springs High School, Morgan County Schools, WV While reviewing the monthly utility bills for Morgan County High School in Morgan County, WV, CMTA's Measurement and Verification team flagged what appeared to be abnormal water and sewage usage for the campus's Building A. A team from CMTA immediately dispatched to the school to identify any potential issues, and the CMTA team was able to identify a leak in a backflow preventer that had caused the spike from a typical 19,000 gallons of water and sewer usage per month to over 110,000 gallons. Left unchecked, this leak would have had an impact of approximately \$1,300 per month against the guarantee. Due to CMTA's approach to M&V, the leak was found and repaired within the month.</p> <p>Example 4 – Hart County High School, Hart County Schools, KY During the second year of tracking utility bills for Measurement & Verification at Hart County High School in Hart County, KY, CMTA's Project Manager identified a sharp increase in electrical demand in August as the school went back into session. An increase in demand is expected as buildings become occupied after the summer break, and demand can vary substantially based on weather, but the Project Manager dove into the system's demand control programming to identify any potential issues. CMTA discovered that the building's power meter was providing false amperage readings to the control system, preventing demand-limiting logic from functioning. After additional investigation, CMTA was able to identify that the discrepancy in the power meter readings began after the building's power was restored from an outage, leading to the determination that the meter had been damaged by a lightning strike. Adjustments were made to the programming and the demand levels immediately returned to expected values.</p> <p>Example 5 – Carroll County High School, Carrollton, KY At Carroll County High School in Carrollton, Kentucky, our engineers closely monitored natural gas usage and noticed a higher-than-expected consumption rate during the initial heating season post-project. This prompted CMTA to conduct a thorough analysis of all gas-consuming equipment, with a particular focus on the Dedicated Outdoor Air Systems (DOAS). Through this analysis, we discovered an oversized natural gas burner in one of the DOAS units, which was causing consistent overshooting of the discharge air setpoint and subsequent excessive fuel consumption to maintain temperature levels. Identifying this inefficiency allowed us to collaborate with the manufacturer and replace the oversized burner, covered under warranty, with a properly sized one. This optimization not only delivered immediate energy savings but also enhanced the long-term operational efficiency of the DOAS unit.</p>
42	How do you maintain transparency with clients regarding M&V results?	<p>CMTA consistently provides whole building renovations exclusively using the IPMVP Option C as our method of guaranteeing project energy savings without adjusting the baseline in any way. Option C, using utility billing data, is by far the most straightforward way to reconcile the guarantee. Simple arithmetic can be used to compare post-project performance to the baseline period. We believe that the energy savings guarantee should be based on what is actually recorded by the utility meters and not based solely on normalized simulation results.</p> <p>CMTA believes that measurement and verification should be transparent and easily understood by anyone, technical or non-technical. The M&V report should not have pages and pages of data that are not helpful to the Owner and do not directly correlate to the actual utility bills. At the end of each year, the Owner should clearly understand whether or not the guaranteed savings were met. While other ESCOs often complicate their guarantees with baseline adjustments, stipulations, loopholes, and "agreed upon" savings figures, CMTA's guarantees are based on full utility meter performance.</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>In all phases of the project, CMTA will assume the lead role to ensure the project stays on course while maintaining continuous open communication with Sourcewell's Participating Entities. Subconsultants, such as architects, structural engineers, and contractors, will report directly to CMTA.</p> <p>It is worth noting that other ESCOs often subcontract audits, engineering design, and/or commissioning to third parties. In many cases, the Owner will lose control of design quality, which trickles down to the construction process. CMTA will NOT let that happen. During construction, the onsite construction managers and safety manager are always full-time CMTA employees, while the rest of the personnel on the construction site will be prequalified subcontractors. To summarize on the categories provided:</p> <ul style="list-style-type: none"> • Auditing – Self performed • Design – Self performed • Procurement/supply of equipment from vendors and manufacturers – Self Performed • Engineering – Self Performed • Construction management services – Self Performed • Lighting <ul style="list-style-type: none"> o Design & Procurement– Self Performed o Installation – Subcontracted o Commissioning – Self Performed • HVAC controls <ul style="list-style-type: none"> o Design & Procurement– Self Performed o Installation – Subcontracted o Commissioning – Self Performed • Monitoring and verification - Self Performed
44	Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.	<p>CMTA believes in administering a transparent bid process with local contractors for all trade labor, equipment, and maintenance portions of the project. Subcontractors will be responsible for the installation of equipment in all disciplines and will be selected, with the aid of the Entity, through a competitive bidding process described below.</p> <p>CMTA has developed a smooth process for selecting the right subcontractors for ESPC projects. First, CMTA's project manager will collaborate with Sourcewell's Participating Entities' staff to create a list of preferred local contractors. Next, all approved contractors will be pre-screened by CMTA's Safety Director to ensure that each subcontractor can maintain a safe work environment for themselves, the Entity's staff and students, CMTA employees, and other building occupants. Eligible contractors are interviewed and further screened based on capability, expertise, and experience on similar sizes and types of projects. Qualified contractors with appropriate experience are then allowed to bid on the project.</p> <p>The next step is that a firm bid period is conducted and bids are taken. All bids are reviewed with the Owner to evaluate candidates in terms of price and best value. We believe in utilizing 100% local contractors and have found that local contractors are typically most interested and responsive in providing competitive bid pricing. In addition, hiring local contractors often leads to contractors doing higher quality work, due to their investment in the local community, as well as costing less, due to reduced travel and lodging fees.</p> <p>As with subcontractor selection, CMTA's approach to equipment procurement is inherently unique compared to other ESCOs. All equipment procurement is managed by CMTA, not by subcontractors. This unique approach ensures that all equipment is competitively bid to qualified manufacturers and encourages Owner input and transparency in final selections. We have a history of working on open book pricing projects and will strictly adhere to open book pricing methodology. This approach to equipment procurement adds a tremendous amount of value to this process, specifically compared to other ESCOs that sole source the installed equipment.</p>
45	Since several efficiency measures are affected by weather, describe how you perform weather corrections.	<p>CMTA understands the importance of benchmarking when creating baselines. We therefore track buildings even after we turn them over to the Owners. As part of the benchmarking process, the number of Heating Degree Days (HDD) and Cooling Degree Days (CDD) will be documented for the baseline period. We ensure that the baseline period includes diverse weather years. The extremes of both the HDD and CDD are used in our energy savings calculations during project development. This method generally insulates our savings guarantee from experiencing any shortfalls as a result of extreme weather.</p> <p>To date CMTA has never used weather normalization in any of our reconciliation reports to correct for a savings shortfall.</p>
46	Do you measure equipment loads? If so, do you measure or stipulate, and what is the impact if they change?	<p>CMTA monitors utility billings monthly during the performance period as part of our M&V process. Changes in load will be reflected in monthly utility consumption at the affected meter compared to the same month in previous years. By monitoring these monthly load profiles, CMTA will detect changes in load, alert Sourcewell's Participating Entities, and investigate the root cause of these anomalies. Reductions in load will typically cause additional excess savings to accrue directly to the Entity. Increases in load will either be absorbed by other excess savings or corrected by repair of the root issue. For example, on one of our past projects, our Project Manager discovered a broken water heater relief valve that caused excessive gas consumption. The issue was discovered and resolved immediately because of CMTA's observation of monthly gas metering.</p> <p>Ultimately, CMTA desires to form a long-term partnership with Sourcewell's Participating Entities that will last throughout the performance period. Every facility is different, and we always work in each particular case to make the project a success.</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>CMTA will be right beside Sourcewell's Participating Entities to ensure the proper performance for all aspects of the facilities. This will be the case both initially and in the long-term, regardless of who is ultimately responsible for system maintenance and performance, whether that is the Entity, CMTA, or a third party.</p> <p>The performance of systems installed by CMTA starts with a proper design process that includes input from Sourcewell's Participating Entities and maintenance staff. CMTA works hard to ensure that the energy conservation measures (ECMs) installed as part of our projects are sustainable, not only for the project as it relates to energy savings but also for the Entities. Installing complex systems that look good on paper are not always executable in real life. Again, we form long-term partnerships that will last throughout the project performance period.</p> <p>As we monitor monthly energy billings throughout the performance years, we will alert the Entity immediately if system performance begins to lag. CMTA will then work with the Entity to identify the root cause of any system performance issues. Corrective actions with the responsible party will be coordinated regarding the affected piece of equipment or energy conservation measure.</p>

48	Describe how you verify project savings (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	<p>The data used to calculate energy savings after the project is completed are taken straight off the utility company bills. The difference in the before project and after project annual usages is the savings, plain and simple. Therefore, anyone with a calculator can understand and verify our M&V report. If the total savings from all buildings in the project does not add up to the guaranteed amount, then CMTA will write the Entity a check for the difference. With our method of guaranteeing savings and the transparency in which we present savings, there is no way to "hide" behind the numbers or manipulate the data to our benefit. We are the only ESCO in the industry to present the unadjusted energy data in this way and use it as the sole measure to verify if the guaranteed savings have been met, or not.</p> <p>Savings are reported back to the owner annually. This service is built into the financial model and paid with savings generated by the project. It is billed annually and the Entity will have the right to cancel if they are comfortable with the savings that they are achieving.</p> <p>To date, CMTA has never fallen short of a performance guarantee. And with equal significance, CMTA has never had a project where the owner questioned whether energy savings were produced. Our measurement and verification method is very straightforward: $\text{Energy Used}_{(\text{pre-project})} - \text{Energy Used}_{(\text{post-project})} = \text{Energy Saved}$</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>There are several methods CMTA employs to avoid project completion delays. We create a realistic and detailed project schedule that allows each subcontractor to work simultaneously in the building without getting in each other's way. The building is divided up into sections, and each contractor moves from section to section following behind one another.</p> <p>Weekly milestones for each trade are reviewed daily by our construction managers and subcontractor foremen and superintendents. Subcontractors are directed to fix deficient items or system installations in real time versus waiting until the end of the project to develop a punch list. If the current crew is inadequate for the job, our construction managers will discuss the issue with the responsible company and arrange for additional or more skilled workers as needed.</p> <p>Where possible, work is performed in advance to always stay ahead of the construction timeline. Examples of items that fit into this category include non-disruptive scope that can be completed after occupancy hours, such as painting, geothermal drilling (if applicable), boiler changeouts (if applicable), and "behind the scenes" mechanical and electrical room work, if facility conditions allow.</p> <p>All of these strategies have led to CMTA delivering 86 building renovations (over 6.6 million square feet) in the last five years on time and without a change order.</p>
50	Clarify how you handle a premature facility closure, loss of funding, or other major change.	<p>In general, minor changes in facility usage will go unnoticed and are typically normalized with the usage diversity within the area. Larger changes in facility usage, especially those such as loss of funding or facility closure, can have meaningful impact on an energy savings performance contract (ESPC), especially if the project is not properly developed. Situations like these are prime examples of why it is important to use an ESCO like CMTA that knows how to communicate with the Entity during the development phase to properly plan for and avoid this type of situation in the future. If a significant event, such as closure of an entire school, were to occur, CMTA will work with the Entity to resolve the ESPC payment balance owed for that particular facility. CMTA has the advantage of offering flexibility in dealing with such an unforeseen event and looks to become a long-term partner that Sourcewell's Participating Entities can rely on for years to come.</p>
51	What is your approach to long-term preventative maintenance?	<p>CMTA is flexible on whether maintenance of our installed ECMs is performed by CMTA, Sourcewell's Participating Entities, third-party equipment service providers, or shared.</p> <p>To maximize the value CMTA's clients receive from our GESC projects, we encourage them to retain maintenance responsibilities of the newly installed equipment that is substantially similar to the existing, given that they already have the staff and skills for providing this maintenance. This approach allows the energy savings to be used to further fund other needed facility improvements that cannot be funded otherwise.</p> <p>CMTA projects do not incorporate proprietary technology that must be maintained by any specific company. The technologies typically included in our projects can be operated and maintained by any qualified service technician. We will provide the necessary training and oversight to ensure the maintenance is properly carried out and documented, regardless of who is providing the maintenance.</p> <p>For new equipment installed through the GESC project, such as solar PV arrays, geothermal HVAC, or a new central plant, the maintenance budget and skills required may not already exist within the customer facility and would more easily be provided by CMTA. If this is the case, some of the energy and maintenance savings would be used to offset the additional operation and maintenance (O&M) costs, with CMTA providing the O&M services. For example, CMTA directly provides O&M services for Morgan County Schools, West Virginia.</p> <p>CMTA can provide O&M services and repair services both for the new equipment installed and for existing equipment, as desired by Sourcewell's Participating Entities. CMTA will work with the Entities to structure a service program that best meets the needs and requirements of the Entities. All technology designed and installed by CMTA can be maintained by any qualified service company and still achieve the same results. CMTA can develop a well-defined scope of work, identify appropriate local bidders and lead a competitive bid process to select the most qualified third-party company. We can evaluate proposals to identify the most economical and qualified option that provides the best value to Sourcewell's Participating Entities. With their approval, CMTA will include the best option in the project financials.</p>
52	Describe your capability to implement the following energy conservation measures (ECMs): 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)	<p>a. Lighting: CMTA's approach to lighting is different than other ESCOs in the industry. CMTA provides engineered lighting design drawings completed by one of our many professional electrical design engineers. These types of engineered plans are not typically provided in a performance contract. Engineered lighting design drawings will give Sourcewell's Participating Entities the clarity and visibility needed to fully understand the lighting scope of work in each facility. Our competitors only provide audit spreadsheets and material cut sheets, leading to confusion and uncertainty about the final scope of work.</p> <p>CMTA's in-house lighting design experts select a replacement or retrofit solution for each space's lamp and fixture type. This is another advantage of maintaining all lighting design in-house: during all phases of lighting scope development, CMTA will ensure parity and consistency of fixture types, light levels, and light control throughout the buildings. LED lighting upgrades result in significant savings and benefits, including:</p> <ul style="list-style-type: none"> • Energy Savings – A typical 2'x4' fixture will have a reduction that can be as high as 128 watts per fixture, a 57% decrease in energy consumption. • Maintenance Savings – LED lights last 5-10 years longer than traditional fluorescent lamps. In addition, LED fixtures have built-in drivers and require no ballasts or ballast replacement.

• Aesthetics – Improved lighting design in LED light fixtures provides more uniform light distribution and lighting temperature control, enhancing the learning environment.

b. Water and sewage: CMTA often retrofits existing plumbing fixtures to be more efficient and use less water. Examples of this include replacing existing toilets with low flow models, retrofitting urinals with low flow kits, and installing new aerators on sinks. CMTA standardizes as much as possible the type of toilets, urinals, restroom faucets, and accessories for maintenance and servicing purposes. We also ensure that domestic water heaters operate efficiently.

CMTA is conservative in our implementation of plumbing fixture replacements in order to not adversely impact existing sanitary systems. Over-aggressive installation of low-flow fixtures can reduce minimum flows through sewer pipes and ultimately cost more in maintenance costs than might be saved in water consumption reduction costs. For this reason, CMTA extensively studies the existing condition of the plumbing systems and pitch of the sanitary piping before implementing fixture replacements.

CMTA looks beyond typical plumbing fixtures and explores all water systems including cooling tower, irrigation and waste water treatment plants to be thorough in our identification of water and sewer savings.

c. Simple heating, ventilating, and air-conditioning (HVAC) controls: The goal of this ECM would be to incorporate new Direct Digital Controls (DDC) into all HVAC components, complete with a user-friendly interface to monitor, adjust, and schedule the building properly. These upgrades would include the following:

- The newest version of building automation software
- New building-level and device controllers
- New sensors, such as humidity, motion, and carbon dioxide for advanced control sequences
- Easy-to-navigate floor plans and graphics for each piece of equipment
- Building power meter with new demand limiting sequences (see ECM C.2)
- Full trending capabilities for equipment troubleshooting and diagnostics

As a vendor neutral ESCO, CMTA frequently designs, bids, installs, and commissions controls systems from a wide variety of vendors and manufacturers. If Sourcewell's Participating Entities has a preferred controls vendor, we have the expertise to hold them accountable on their pricing and workmanship.

More than any other single building component, the HVAC control system actively governs the overall energy performance of a building. For this reason, it is essential to have the best possible control strategies in place. Lastly, as part of our projects, CMTA will commission the systems for at least 12 months to track the building as they progress through different weather conditions. This allows us to ensure that comfort and performance are maintained throughout the year. This extra effort is not typical in our industry and is included on each job we implement.

d. HVAC packaged system replacement, boilers and chillers: CMTA has been an expert at designing high-performance buildings for over 50 years and our approach to system replacements is different than the typical ESCO. We look at a building and try to understand what the correct system type for that building should be. We don't settle on a simple equipment replacement. That solution is preferred by equipment suppliers. It's the easiest to implement, but it doesn't solve inherent comfort or performance issues in the facility.

Various HVAC system type renovations could be suitable for Sourcewell Participating Entities' facilities. It is CMTA's goal to present these options with their respective advantages and complexities, so that the most relevant renovation option can be selected.

4-Pipe Hydronic Renovation
A 4-pipe hydronic system heats and cools by circulating hot and chilled water through the building that is sourced from boilers and chillers. Implementing a 4-pipe system for any of Sourcewell's Participating Entities may entail installing a central cooling plant and chilled water piping, as well as boilers and hot water piping. There are many options for terminal unit and ventilation equipment selection, including, but not limited to, unit ventilators, fan coil units served by dedicated outside air units, and rooftop units.

Water Source Heat Pump (WSHP) Renovation
A water source heat pump system utilizes water circulating throughout the building to act as the medium to transfer heat to or from each space served by a water source heat pump (WSHP). Each WSHP is an independent packaged unit serving a dedicated space, eliminating the chance of total system failure. If one unit were to stop working, the remaining WSHPs around the facility would be unaffected. Furthermore, WSHPs dedicated to each space offer individual control and simultaneous heating and cooling, delivering high system efficiency. Ventilation would be provided through Dedicated Outside Air Systems (DOAS) with energy recovery.

The circulating water loop temperature is maintained by either a boiler and a cooling tower operation or a geothermal wellfield.

Boiler/Tower Water Source Heat Pump System: Boilers and cooling towers provide and reject heat, respectively, to the building water loop.

Geothermal Water Source Heat Pump System: In this system, heat is exchanged between the building loop and the earth via a geothermal wellfield. The wellfield is used in lieu of the boilers and cooling towers, therefore enhancing the maintainability of the system, as building loop pumps are the only source equipment required. A geothermal water source heat pump system is the most efficient method of heating and cooling a building.

Variable Refrigerant Flow (VRF) Renovation
A variable refrigerant flow system might be a suitable option where there is limited space to accommodate system components, or when implementation phasing is uncertain. In a variable refrigerant flow (VRF) system, refrigerant pipe is routed throughout the building from outdoor condensing units to indoor terminal units serving dedicated zones. Similar to a WSHP application, this system offers individual zone control and simultaneous heating and cooling. It requires dedicated outside air systems for ventilation.

Dedicated Outside Air System
In some existing HVAC systems, outside air will be introduced and processed by the terminal units that are serving a specific space. This results in the terminal units having to be sized larger so that their heating and cooling capacities can accommodate the bringing in of untreated outside air. Removing outside air intake from the terminal units and installing a Dedicated Outside Air System (DOAS) allows

all the outside air required for a building to be conditioned and handled by one central unit, so that the terminal units only condition the space they are serving, based on the internal and external loads.

Variable Air Volume (VAV) Renovation

Multi-zone air handling units (AHUs) serve various spaces through the use of zone dampers at the AHU and serve as a constant volume system that always delivers the same amount of air. This type of system is no longer commonly utilized, due to the energy consumption involved, as well as controllability. Replacing these units with a variable air volume (VAV) system is a much more efficient option for this type of existing HVAC system, as it allows the use of VAV boxes that are located in the space they are serving and are equipped with their own means of heating, through the use of an electric reheat coil or a hot water reheat coil. This also allows the AHU to slow down or speed up its fan based on the individual space requirements.

Source Heating Equipment Fuel Conversion

In some situations, existing source heating equipment can use electricity to heat a hot water/hydronic loop that is serving terminal units (i.e., unit ventilators, fan coil units, VAV boxes, water source heat pumps). Depending on the existing utility rates for electricity and natural gas, it can be more cost effective to install source heating equipment that uses natural gas to provide heating for a hot water/hydronic loop.

Equipment Replacement Option

If a facility has equipment beyond its useful life, that equipment can be replaced in kind. CMTA would run design calculations and quality checks to ensure that what currently exists is optimally sized and located. An equipment replacement can include all or any combination of boilers, chillers, pumps, or terminal units.

e. Building envelope systems: All CMTA audits include investigations of building envelopes to determine air tightness, infiltration rates, and robustness of the insulation systems. CMTA projects have involved the installation of new door sweeps, replacement of glazing systems, and addition of spray foam to replace degraded BATT insulation in attics. Infiltration losses and heat losses from a poor building envelope can result in significant energy costs depending on the severity. CMTA can complete a thermal envelope analysis for Sourcewell's Participating Entities and investigate opportunities to minimize infiltration and heat loss.

CMTA can evaluate the following scope options:

- Window Replacements: Existing windows could be removed and replaced with new Low E double pane windows. Any window scope would be coordinated with windows being replaced in the 'Claim' area.
- Solar Control Window Film: Solar control window film reduces the solar heat gain through windows, thus reducing cooling need and in turn minimizing HVAC runtime.
- Doors, Seals, and Sweeps: Doors can be evaluated for infiltration. Hollow metal doors that have single pane vision panels could be replaced with new doors that include double pane vision panels and insulation. Damaged/missing weather stripping at door sweeps and vertical sweeps at exterior doors could be installed.
- Insulation, Dry Wall, and Spray Foam Insulation: Air and vapor barriers can be evaluated at roof/wall seams and all building penetrations to identify leakage sites. Insulation, drywall, and/or spray foam can be added to the deficient locations.

f. Other (please explain):

Geothermal Systems - CMTA's experience with geothermal and geo-exchange systems is second to none. Over the past ten years, CMTA has successfully designed and installed 587 cost-effective geo-exchange systems for many project types. CMTA projects have more installed mileage of geothermal piping, 6,556 miles, than any other firm. And no company has a larger database of geothermal systems delivered through an energy savings performance contract.

Solar Systems - CMTA's in-house solar design experts are on the forefront of rapidly evolving solar technologies to ensure that our clients leverage the best available photovoltaic solutions. Our performance contracting group is uniquely qualified, based on our wide range of experience within the PV industry. CMTA has designed and installed over 150 megawatts of photovoltaic systems for our customers.

Managing Community Relations - CMTA has worked with Owners across the country to help integrate energy conservation and energy management into community relations. Our projects can include energy dashboards or "green screens" in high traffic locations. These energy dashboards display live energy data and can be customized to the specific requests of the Owner. These dashboards give facility users the ability to interact and learn alongside experts in the energy industry while utilizing real-time energy data from the very buildings they occupy. These systems are especially effective when they provide the opportunity for facility users to learn about HVAC technology and view and analyze real energy data, bringing the scientific concepts full circle.

CMTA believes that our projects should be used as teaching tools, not only for operations and maintenance personnel, but also for all users of the building. By pulling back the curtain on building systems during construction, personnel in the facility can understand the construction process and the effect of building systems on overall performance and energy usage.

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>CMTA's approach to performance contracting is a key driver of value to each project. We believe in having the minimum numbers of layers within the project team to control mark-ups and direct costs as much as possible. A summary of that approach is listed below:</p> <ul style="list-style-type: none"> • No Sales Commissions – CMTA cuts out inefficiencies and unnecessary costs whenever possible. CMTA's delivery method is different because we believe that the person who is the most qualified to present a project to Owners is a Professional Engineer, not a paid spokesperson. Our Project Engineers speak frankly and honestly about the needs of the individual buildings, the benefits and savings of the upgrades, and the challenges to be overcome during construction. And since the Project Engineer is also the overall Project Manager, he is beholden directly to the Owner when it comes to building the project correctly and meeting all promises, expectations and savings agreed upon during project development, without any increase in cost to the overall project. • Fully Engineered Design Documents – CMTA uses our own team of design professionals to generate a full set of biddable contract documents for this project. Even detailed lighting retrofit/replacement drawings will be generated, thus allowing local electrical contractors (in lieu of out-of-town lighting retrofit subcontractors) to bid on the work. We have found that this practice greatly increases the quality of the work, since many of the mechanical, electrical, and plumbing tradesmen live in the community of the facilities they are working in. • Experts in Energy Efficient Design – CMTA is a nationally recognized expert in energy efficient design. Producing verifiably more efficient designs means that we can be more aggressive in making energy savings guarantees, which in turn gives our owners the opportunity to fund more work. • Open Book Pricing – Every energy savings performance contract CMTA has completed features open book pricing. Not only will CMTA strictly adhere to open book pricing methodology, we prefer it. We understand that every project we complete is a long-term partnership, and we do not hide costs, overhead, or profit from our partners. We are proud to disclose copies of our bid documents, design fees, and negotiated profit. CMTA has always honored our client's desire to see the breakdown in pricing. • Multiple Bids – CMTA takes multiple bids from competent local subcontractors for all scopes of work, with input from Sourcewell's Participating Entities personnel. CMTA can do this with the aforementioned design documents, providing the absolute best in pricing from the local community. • Vendor Neutral – CMTA does not sell, nor are we affiliated with, any equipment manufacturers or products of any kind, allowing us to be completely neutral when it comes to selecting the best product for Sourcewell's Participating Entities, both in terms of quality and expense. We are not locked into one particular brand as others may be, so our price discounts are always much better than the competition. Note: facility managers and maintenance staff often prefer one manufacturer over another due to familiarity or experience. CMTA will always take this into consideration and show all alternatives on the table. • Local Subcontractors – CMTA believes that the best pricing for any project is through a competent local subcontractor. This reduces the contractor's travel expenses, as well as keeping the money within the Owner's region. • Third-Party Financing - CMTA relies on true third-party financial professionals to facilitate financing for our clients. These professionals, unlike ESCOs, have a fiduciary duty to act in the best interest of the Owner. Furthermore, these professionals deal in these markets daily. They have the expertise and connections to secure the best deals for Sourcewell's Participating Entities and the knowledge to hold CMTA accountable. CMTA does not profit in any way from the financing for our projects. We simply want to see our clients get the best deal possible. • No Change Order Policy – Since CMTA is in charge of the project's concept, design, and construction, if there is a problem, there is no one to blame except us. Therefore, all CMTA's projects carry a no excuses, Zero Change Order Guarantee. Any problems arising during construction will be handled by CMTA, with small exceptions such as the unforeseen discovery of asbestos, mold or other hazardous conditions. <p>The result of this approach is a project that can drive more scope for the less money than our competitors. More project scope allows CMTA to complete holistic renovations rather than just equipment replacements or low hanging scope allowing owners to maximize the benefits of this delivery mechanism for their facilities.</p> <p>In addition to driving more value on each project, CMTA is an expert in securing additional funding outside of traditional funding streams. CMTA has secured over \$20 million dollars in external financial assistance for our clients over the past ten years. This assistance has come in the form of prescriptive and custom utility rebates; utility rate savings and reimbursements; federal, state, and local grants; and interest-free financing. We are experts at maximizing the benefits of the Inflation Reduction Act for our public clients. In the next three years our clients will be securing over \$130 million dollars in federal funding in response to projects that we are designing and implementing. We will exhaust every opportunity to provide Sourcewell Participating Entities with "free dollars" to bring the maximum value possible to this project.</p>
54	Who receives funds if there are excess savings?	The Owner of the project receives any excess savings.
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?).	We are willing to work with multiple agencies and are willing to aggregate their projects. We have experience doing this multiple times. One example is with the Kentucky Community and Technical College System (KCTCS), an agency that supports sixteen regional colleges over 70 campuses. Each college is independently managed. We partnered with them for a multi-phase, multi-campus renovation and energy upgrade project encompassing 132 buildings, over 4,100,000 million square feet. Since CMTA was selected as an energy partner by KCTCS in 2015, energy costs have been lowered over the entire college system by 35%.

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		
57		Development of a contract for the Technical Energy Audit with the selected Contractor.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMTA has the capability to implement this.	*
58		Conducting an investment-grade audit to identify and evaluate cost-saving measures.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMTA has the capability to implement this.	*
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	CMTA has the capability to implement this.	*
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	CMTA has the capability to implement this.	*
61	Implementation/Commissioning and Financing Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No		
62		Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMTA has the capability to implement this.	*
63		Provision for implementation and follow-up services to be provided during the financing term.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMTA has the capability to implement this.	*
64		Development of a separate financing agreement.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMTA has the capability to implement this. CMTA works with a third party municipal financing advisor to develop this agreement and find the lowest available interest rate for the Participating Entity. This is required in most states. CMTA does not profit from any financing agreements.	*
65	Post-implementation Guarantee/Monitoring Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No		
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	CMTA has the capability to implement this.	*
67		Offering a savings guarantee.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMTA has the capability to implement this.	*
68		Providing staff training.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMTA has the capability to implement this.	*
69		Conducting follow-up monitoring.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMTA has the capability to implement this.	*
70		Maintenance of the contract through various support services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMTA has the capability to implement this.	*

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.	To keep our pricing model simple, transparent and easy to use, CMTA utilizes an industry standard workbook that is used by multiple states as a way to standardize the pricing model for different ESCOs that they work with. This model incorporates all costs to determine a true turnkey cost to the Owner. The listed values are not-to-exceed numbers that are reviewed on a per job basis. We have a history of working on open book pricing projects and will strictly adhere to open book pricing methodology. Additionally, CMTA will coordinate with Sourcwell's Participating Entities to take advantage of purchasing equipment directly where that is statutorily allowed. This approach to procurement adds a tremendous amount of value to this process.	*
72	Describe and upload pricing for investment grade audit (IGA) services.	This fee is based on the total square footage that is included in the facility audit and is included in the pricing model. This fee is not paid if the Owner decides to move forward with the energy project.	*
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?	No	*
74	Describe and upload any standard agreements which may be proposed to a Participating Entity.	Our agreements follow standardized American Institute of Architects (AIA) contracts and applications for payment. These documents are typically familiar with most public entities.	*

Table 8: Pricing: Payment Terms and Financing Options

Line Item	Question	Response *	
75	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. Our accepted payment methods are check or ACH payment.	*
76	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Consulting a third-party financial advisor is the right course of action to take for Sourcewell's Participating Entities, regardless of the financing method chosen. These companies have a legally binding fiduciary responsibility to act in the best interest of the Entities (rather than on behalf of CMTA). This ensures that the Entities will get the best terms available. CMTA does not profit from the financing in any way, and funding these projects is NOT a profit center for CMTA. Regarding which licensed municipal advisor executes the deal, CMTA has relationships with multiple qualified municipal advisors that have proven track records taking the issue to market. Alternatively, CMTA can work with the Entities' existing advisors to create the investment information package that is taken to market.</p> <p>Detailed below are descriptions of different financing options we have utilized with different public entities.</p> <p>Tax-Exempt Lease Purchase: Tax-exempt lease-purchase (TELP) agreements are the most typical method for financing ESPC projects. With this option, Sourcewell's Participating Entities purchase the equipment through regular payments to the lessor over the term of the lease. The TELP is typically not viewed as traditional long-term debt since the lease payments are appropriated within the utility budget and are subject to annual appropriations. TELPs are also traditionally not calculated in debt ceiling calculations, even though the capital lease is still noted on the balance sheet.</p> <p>Energy Savings Contract Bond: The flexibility and straightforward nature of a tax-exempt bond makes it one of the cheapest options available over the life of the contract. The interest rate of the financing will depend on market conditions at the time of issuance. The payment structure of this bond can be matched to the anticipated energy savings to either maximize the cash flow over the contract or maximize the yearly cash flow.</p> <p>Shared Savings Agreements: This approach is similar to an ESPC, except that the Owner benefits from immediate energy savings without making a capital investment or assuming debt. In this arrangement, a design-build company sells a collection of building improvements with savings to a third-party ownership company. The building owner receives the energy and operating cost savings, sends a set percentage (usually 80 to 90 percent) back to the third party through monthly payments, and retains the balance of the savings. The design-build company, meanwhile, enters into a performance agreement to operate and maintain the improvements to ensure that the savings are realized. This Special Service Agreement (SSA) typically lasts 15 to 20 years, after which the building owner takes ownership of the improvements and retains all resulting savings. The incorporation of the third-party financier creates a more expensive project with greater constraints on the type of work that can be funded.</p> <p>Capital Lease: Under a capital lease, the energy-efficient equipment is treated as capital equipment, owned by the project financier, and leased to the building owner. This is typically only considered by privately owned companies looking for tax benefits.</p>	*
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.	AIA contract, Exhibits A and B, forms G742 and G743	*

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.	The pricing method detailed makes it easy for our clients and our project development teams to understand. Every CMTA project has an internal pricing review with a Principal of our company. Additionally, all cooperative purchasing contracts are reviewed by the Principal dedicated to cooperative purchasing agreements, Jason Volz, PE. This ensures that sales reporting and administration fee remittance are independently reviewed for each and every cooperative purchased project. This process is two-fold as it ensures that the client receives the proper pricing model and eliminates any issues relating to unreported sales or fees. During implementation, we have accounting staff track subcontractor and vendor invoices and payments throughout the project to verify correct pricing compliance.	*
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.	CMTA oversees multiple key performance indicators for all our cooperative purchasing programs. One example of this is annual sales volume, which is tracked through our Customer Relationship Management (CRM) program. Through our CRM, we actively track all sales prospects that have cooperative purchasing opportunities.	*
80	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	CMTA proposes a 1% administrative fee. We would negotiate a reduction for significant opportunities that arise.	*

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.	CMTA is in constant contact with school districts and public entities throughout the country, both in marketing CMTA's guaranteed energy savings approach as well as traditional design services. Our proposed Sourcewell marketing plan includes a coordinated effort between CMTA and Sourcewell. Our team's Principal Mr. Jason Volz will oversee the program. Mr. Volz will be responsible for driving growth for this procurement method. He will be assisted by CMTA's business development staff. We will promote Sourcewell as a procurement option via numerous trade shows our personnel attend throughout the year.
82	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CMTA has an extensive marketing department and maintains a robust website and social media platform. Please review them at the following links: www.cmta.com https://x.com/CMTAEngineers https://www.instagram.com/cmtaes/ https://www.linkedin.com/company/cmta-inc./
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?	Sourcewell's role is to promote the option of utilizing this procurement mechanism out to all of it's members. We in turn will market this mechanism approach with each Entity where CMTA initiates the contact. CMTA is in constant contact with school districts and government agencies all throughout the country, both in marketing CMTA's energy savings performance contracting approach, as well as traditional design services. This allows the end user to work within their organization's procurement procedures.
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.	No
85	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>CMTA employs a Certified Safety Professional, Troy Schoenbaechler, to maintain its safety program in collaboration with our construction managers. Troy has been a Certified Safety Professional (Certification number: CSP-31954) since October of 2016.</p> <p>CMTA's safety program covers both CMTA's employees and any subcontractors that work for us. The following activities are incorporated as part of our safety program:</p> <ul style="list-style-type: none"> Contractor screening regarding their safety record and compliance with CMTA's safety program before ever stepping foot onsite Site safety audits before and during construction Daily safety program implemented by subcontractors and monitored by on-site construction managers (Toolbox Talks) <p>In addition, CMTA includes training for all maintenance and custodial personnel involved in our projects, addressing the efficient operation and maintenance of both existing and new equipment related to energy conservation measures (ECMs).</p> <p>We maintain these relationships with all of our clients after each project. CMTA works with Owners to identify the appropriate staff for each training session and will then create an overall training plan. All training sessions are video-recorded for quick reference and initial training whenever Owners hire new staff.</p> <p>We provide detailed training on all installed equipment to technical users and maintenance personnel to familiarize them with the installed equipment and ensure that the equipment is operated and maintained as intended. Maintenance personnel are trained onsite at each major piece of equipment (i.e., new chiller) while referring to the actual O&M manual, as well as being trained in-depth on all ECMs. Preventive maintenance procedures will be reviewed as well. Any personnel that will have access to the Building Automation System (BAS) graphic user interface will be trained on how to use it onsite, using the actual web graphic screens. For each training session, CMTA accommodates as many people as needed to educate all staff that need to know the particular information.</p> <p>In addition, CMTA's engineers, HVAC technicians, and control technicians attend the training sessions. This means that CMTA's representatives are available to answer attendee questions on equipment, systems and design intent. The benefit of CMTA's team is that we view MEP systems from a real-world perspective, as CMTA is experienced in dealing with warranty items and service on a daily basis. Our knowledge and expertise fills in the gaps left by product vendor representatives to ensure maintenance personnel know the steps to diagnose and troubleshoot equipment.</p> <p>For each training session, a detailed agenda is produced for each piece of equipment or system. Subcontractors and equipment vendors also provide qualified trainers. All equipment training takes place at the end of construction, after equipment start-up and system commissioning are complete. In addition, all training sessions are videotaped.</p> <p>Training documentation includes completed commissioning plans, operations and maintenance manuals, and warranty documentation. Contact information and the process for warranty issues are also clearly defined during training. Additionally, CMTA's project manager's and the Sustainability Team's phone numbers are provided to maintenance personnel.</p>
86	Describe any technological advances that your proposed Solutions offer.	<p>CMTA SPHERE - In the early 2000s, CMTA began using project buildings as teaching tools, pulling back the curtain on building systems so staff and students alike could understand the effect of systems on performance. Watching our students lead tours of their high-performance buildings and listening to them explain the systems, as well as observing the interactions between the building and its occupants, inspired our team of building science leaders.</p> <p>Having pioneered some of the most student-oriented, interactive learning dashboards ever implemented, CMTA was not content to rest. As a result, our team of building scientists are once again ahead of the curve with CMTA SPHERE.</p> <p>CMTA SPHERE is an interactive dashboard that connects learning to the built environment. It combines real-time energy data, virtual learning tours, and energy education through a customized interface so that building occupants can learn how their facilities function. Each SPHERE system is unique and can be tailored to meet the educational goals of different clients. Facilities that have implemented SPHERE can be viewed at https://sphere.cmta.com/.</p>

87	Please describe which memberships/certifications your company may have relevant to this RFP: -National Association of Energy Service Companies (NAESCO) -Department of Energy (DOE) qualified list of energy service companies (ESCOs) -Other (list)	CMTA is one of 20 NAESCO-accredited companies. We are also on the Department of Energy's qualified list of ESCOs. CMTA has memberships and accreditations with the United States Green Building Council (USGBC), American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE), and the Association of Energy Engineers (AEE). Some states require prequalification to be able to perform energy services work within the state. CMTA holds many of these prequalified designations for different states across the country, including but not limited to Colorado, Delaware, Georgia, Indiana, Maryland, Mississippi, North Carolina, Pennsylvania, Tennessee, and Virginia.	*
88	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our parent company, LEGENCE, recently published their corporate sustainability report. It can be found here - https://www.wearelegence.com/corporate-sustainability . Sustainability and high performance design is engrained in our company culture. We develop decarbonization and sustainability master plans for organizations across the country.	*
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.	CMTA has implemented 90 Zero Energy projects, 629 Zero Energy Ready projects, 44 Zero Carbon projects, 245 LEED certified projects and 887 ENERGY STAR projects, with 33 having a perfect score. We have implemented 7 WELL projects and 5 Green Globes projects, as well as certifying 10 projects in the Living Building Challenge. We have implemented 187 projects with solar power, 587 projects with geothermal power, 59 projects with rainwater harvesting, and 339 Low Voltage projects.	*
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.	CMTA is not a WMBE or SBE, nor are we veteran owned.	*
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?	CMTA is a professional engineering firm first and foremost. We offer performance contracting as a mechanism to improve buildings for our clients. We have designed mechanical, electrical and plumbing systems for thousands of buildings over the last 50 years, including schools, office buildings, courthouses, hospitals, museums, police stations, and detention centers. This focus on holistic facility improvement, no matter the delivery mechanism, is unique in the performance contracting industry. It drives us to do what is right for the building and the client in the long term rather than trying to sell owner's on minor improvements. Holistic high performing renovations are the goal, and CMTA does that with a simple open-book pricing model and fund projects with a straightforward savings guarantee.	*

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 type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 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](#) - CMTA Sourcewell Pricing Model.pdf - Tuesday July 16, 2024 14:29:59
- [Financial Strength and Stability](#) - 240712 CMTA - Sourcewell capacity letter.pdf - Friday July 12, 2024 13:07:49
- [Marketing Plan/Samples](#) - CMTA Performance Contracting.pdf - Tuesday July 16, 2024 14:21:38
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - A141-2014, Exhibit A, Exhibit B, G742, G743.pdf - Friday July 12, 2024 14:12:28
- Requested Exceptions (optional)
- [Upload Additional Document](#) - CMTA proprietary materials table.pdf - Tuesday July 16, 2024 14:35:10

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. - Jason Volz, Partner, CMTA, 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	<input checked="" type="checkbox"/>	—
Addendum_6_RFP_071624_Energy_Savings Fri July 5 2024 02:55 PM	<input checked="" type="checkbox"/>	—
Addendum_5_RFP_071624_Energy_Savings_Performance_Contracting Wed July 3 2024 09:12 AM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_071624_Energy_Savings_Performance_Contracting Mon July 1 2024 02:50 PM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_071624_Energy_Savings_Performance_Contracting Thu June 13 2024 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_071624_Energy_Savings_Performance_Contracting Wed June 5 2024 09:38 AM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_071624_Energy_Savings_Performance_Contracting Tue June 4 2024 11:55 AM	<input checked="" type="checkbox"/>	1