

## STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), CX Associates, LLC with a principal place of business in Burlington, Vermont, (hereinafter called "Contractor"). Contractor's form of business organization is limited liability company. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of energy audits to identify performance and capital improvements to cost effectively reduce facility energy use and operating costs while maintaining safe conditions and optimal indoor environmental quality for Vermont State Buildings. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$172,348.24.

4. **Contract Term.** The period of Contractor's performance shall begin on April 4, 2024, and end on September 10, 2024, with the State having one option to extend for one additional year.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

**a. For the Contractor:**

Name: Matthew Napolitan

Phone: 802-861-2715

Email: [matt@cx-assoc.com](mailto:matt@cx-assoc.com)

**b. For the State:**

Name: Brian Sewell

Phone: 802-622-4291

Email: [Brian.Sewell@vermont.gov](mailto:Brian.Sewell@vermont.gov)

9. **Attachments.** This contract consists of 7 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/7/2023)

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By CX Associates, LLC:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jennifer M.V. Fitch  
Commissioner - Buildings and

Name: \_\_\_\_\_

Title: General Services

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The objective of the energy audits to be conducted under this contract is to identify performance and capital improvements to cost effectively reduce facility energy use and operating costs while maintaining safe conditions and optimal indoor environmental quality for Vermont State Buildings.

Contractor shall provide all labor, materials and equipment necessary to satisfactorily perform energy audits on an as needed basis by the state.

Contractor shall provide services in accordance with the Description of Work described below and in accordance with ASHRAE Level 11/111 specifications.

The Contractor shall:

1. Plan, manage, perform, and report on the energy survey and analysis activities. All tasks shall be conducted in a transparent manner and involve BGS staff as appropriate. Energy audit activities shall be coordinated with BGS Staff to minimize impact on the building occupants. The Contractor shall organize, facilitate, and record all energy survey meetings and resulting analysis-related discussions. The scope includes investigation and monitoring of facility systems to establish existing baseline characteristics, identify and quantify opportunities for improvements.

The following table contains information and documentation to be gathered by the responsible parties. This is the minimum amount of information to be gathered. Contractors may obtain further information if necessary to provide appropriate cost and benefit of any energy conservation measure (ECM). BGS understands that some information may not be available and that other parties not listed below may be involved in obtaining necessary information.

<b>Item</b>	<b>Information</b>	<b>Provided by</b>	<b>Process Notes</b>
1.	Operating and occupancy schedules	BGS	BGS provides general operating and occupancy schedules. Contractor interviews BGS staff and building occupants for additional information and compares information to the existing building control system schedules.
2.	Electrical use and demand history – 3 years	Efficiency Vermont and BGS	Contractor will obtain from BGS and/or Efficiency Vermont representative before first site visit for each building.
3.	Fuel use (oil, gas, propane, wood, etc.) – 3 years' history	BGS	Contractor will obtain before first site visit for each building.
4.	Building mechanical and electrical plans	BGS (When Available)	BGS provides access to most recent documents for contractor.
5.	Lighting Schedule	BGS	Contractor will review existing schedule and update with field verification. Audit report will include updated schedule with rated wattage, run hours and recommended replacement.
6.	Sequences of operations	Owner (When Available)	Contractor reviews documentation of sequence before first site visit and verifies that sequence is as described during site visit.
7.	Building control systems points list (DDC System sensors, data points and set points)	BGS and Contractor (collaborate with Control Company if necessary).	Contractor shall work with BGS to verify reliability of system points that are integral to the functional performance of system being monitored and/or controlled.
8.	Prior studies and/or energy audits	BGS	Owner provides copies.

9.	Mechanical equipment information including fan and pump curves	Contractor	Contractor shall obtain all equipment models and serial numbers. BGS will help provide information not readily available from manufacturers.
10.	Maintenance programs O&M manuals Training programs Capital improvement programs	BGS	Contractor interviews Owner representative to obtain information and status of these programs

The Contractor shall return all information obtained or developed during the investigation to BGS in an organized format at the conclusion of study effort.

**2. Site Assessment:**

Perform site visits and testing to examine and verify the status and operation of systems related to energy consumption associated with the building including building envelope, water usage, HVAC (boilers, chillers, pumps, VFDs, exhaust / supply fans, central air handlers, roof top units, energy recovery equipment, terminal units, heat pumps, valves, etc.), lighting (interior, exterior lighting, and controls), energy management system (including schedules), and controls sequence of operations relative to design. BGS will provide a knowledgeable escort to accompany the contractor during the site visits. BGS will help coordinate with contractor and building occupants for activities that may disrupt occupants' standard schedules such as blower door test, light level testing, installation of energy meters, etc. when necessary.

**3. Deliverables:**

The Contractor will prepare a report documenting the building systems, energy usage, performance issues, major findings, and a master list of all ECMs found during the investigation period. The master list shall include the name of the system or equipment, a description of the problem or deficiency, recommended solutions, cost for implementation, and estimates for energy savings. These recommendations shall be listed in order of cost magnitude; Low/no cost improvements with a simple payback equal to or less than 2 years, improvements with a simple payback greater than 2 years. All energy savings calculations must be provided for review.

**A. Breakdown of energy source and end use:**

Documentation of existing baseline systems and equipment and corresponding identified ECMs. Describe all major systems, equipment and controls and a description of how they are controlled and when equipment operates. Note if the current operation should be changed and why.

**B. Analysis of existing BGS Programs:**

Review and provide an overview of maintenance, training, and capital improvement programs and how these programs can integrate ECMs.

**C. Summary of building related documentation:**

Coordinate and consolidate existing facility and systems documentation that is available, including drawings, O&M manuals, sequence of operations, and any other applicable information that may help BGS operate their buildings more efficiently.

**D. Building Controls System Information:**

Document the building control system manufacturer(s), model numbers, latest software upgrades, assessment of the accuracy of available sequences of operations, points list and trending capability and capability for remote monitoring. Provide a list of issues found while reviewing or obtaining this information and all recommendations necessary to improve the controls systems.

**4. Analysis of Energy Conservation Measures:**

1. Implementation Cost Estimate: The estimated cost of labor and materials to fully implement the measure.
  2. Annual Energy Impacts: The energy impact calculation estimates the change in annual electrical (kWh), water (kgal), fuel and/or renewable energy usage for a given measure.
  3. Annual Energy Cost Impact: The cost impact calculation values the water, energy and demand changes at current customer rates due to implementation of measures.
  4. Operations and Maintenance cost impacts: Estimated change in O&M costs expected to result from the measure. For instance, changing out a motor prior to the end of its useful life will result in expected O&M savings at the end of that equipment's useful life.
  5. Training recommendations to ensure energy efficiency improvements persist over the life of the measure.
  6. All calculated kWh savings, KW coincidence peak savings, MMBtu savings/increase and other savings associated with ECMs, estimates must be provided in Excel format or similar with all assumptions identified, quantified, and referenced (see "Exhibit 2" below).
  7. After the report has been submitted to BGS a follow-up meeting with BGS, Contractor and a representative of Efficiency Vermont shall occur to discuss the findings of the report. If BGS and/or Efficiency Vermont find the report to be inadequate, the Contractor must update the report as requested and send the report to BGS to be reviewed. When BGS is satisfied with the report, Contractor must send package including organized building information to the Owner with instructions to retain such data for future use.
5. Purchasing Entities:

This Contract may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Contract is consistent with its procurement policies and regulations.

### ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall not be submitted more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: [Brian.Sewell@vermont.gov](mailto:Brian.Sewell@vermont.gov)
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

	Description	Mechanical, Electrical, Plumbing (MEP)	Building Envelope Portion	Total	Blower Door & Infrared Scanning
1	0 to 10,000 square feet of building space (\$/ft. <sup>2</sup> )	\$ 0.466	\$ 0.441	\$ 0.908	\$ 0.090
2	10,001 to 20,000 square feet of building space (\$/ft. <sup>2</sup> )	\$ 0.379	\$ 0.260	\$ 0.639	\$ 0.034
3	20,001 to 50,000 square feet of building space (\$/ft. <sup>2</sup> )	\$ 0.288	\$ 0.169	\$ 0.468	\$ 0.023
4	50,001 to 100,000 square feet of building space (\$/ft. <sup>2</sup> )	\$ 0.233	\$ 0.090	\$ 0.324	\$ 0.034
5	100,001 or greater square feet of building space (\$/ft. <sup>2</sup> )	\$ 0.207	\$ 0.067	\$ 0.275	\$ 0.023

7. This contract can be extended up to one (1) additional 12-month periods with mutual agreement between both parties, if extended:
  - Option Year 1 Increase: Not to Exceed 3%

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 7, 2023**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**