



New Hampshire Public Utilities Commission

PAY FOR PERFORMANCE PROGRAM

Partnership Agreement

The New Hampshire Pay for Performance Program (“Program”) is a comprehensive Program that addresses the needs of the Commercial and Industrial (C&I) sector by working with developers, building owners and their representatives (“Participants”) to improve the energy efficiency of existing commercial and industrial buildings with a peak demand in excess of 100 kW in any one of the preceding twelve months or annual consumption of more than 1,000 MMBTU for space or process heating. On behalf of the NH Public Utilities Commission’s Sustainable Energy Division (NHPUC), TRC (Program Manager) manages the Program and will be the point of contact for Partners and Participants in the Program.

This Program relies on a network of energy efficiency professionals who have demonstrated their experience and expertise in C&I energy efficiency projects. These entities are identified as Pay for Performance Partners (herein referred to as “Partner”), and afforded the privileges outlined in the Partnership Agreement and its Attachments. The Program will work to achieve the following NH Public Utilities Commission’s Sustainable Energy Division goals:

1. Significantly reduce greenhouse gas emissions in the large commercial and industrial market;
2. Create a market-based network of energy efficiency professionals capable of delivering services to developers, building owners and their representatives;
3. Facilitate access to capital for comprehensive energy and energy-related improvements;
4. Reach significant numbers of commercial and industrial customers with comprehensive, cost effective scopes of work; and,
5. Improve the profitability of participating customers by implementing cost effective energy improvement measures which lower energy consumption and costs.

The Pay for Performance Program will serve existing commercial and industrial buildings with a peak demand in excess of 100 kW in any one of the preceding twelve months or annual consumption of more than 1,000 MMBTU for space or process heating. The Program requires that the Participant benchmark their existing facility’s current energy performance against a set of similar buildings using the EPA’s Portfolio Manager benchmarking tool. The benchmarking tool will be used to define the energy performance target the Participant will be expected to achieve. An Energy Reduction Plan must be developed to demonstrate achievement of the energy performance target. Developing the Energy Reduction Plan, completing the improvements identified in the Plan, and confirming that the performance target has been achieved will entitle the Participant to receive full NHPUC incentives and may entitle the building to receive an ENERGY STAR® performance indicator provided by the EPA.

By executing this Agreement, the Partner agrees to play an active role in the Program by providing high-quality building performance services to Participants in the Program in compliance with the Program’s terms and conditions. This Agreement identifies the terms and conditions required of the Partner when providing services under the Program. The Agreement can be terminated at any time, by either NHPUC, or the Partner. Termination by NHPUC could include, but is not limited to the following reasons: failure to meet Program Guidelines and standards; failure to deliver satisfactory services; failure to cure a deficiency, error or omission; insolvency; fraud; failure to maintain good standing in the State of New Hampshire. The specific types of services required of a Partner, along with the corresponding terms, conditions and incentives, are detailed in the Attachments to this Agreement.



By signing below, I, as a Partner, understand and agree to comply with all commitments described in this Pay For Performance Program Partnership Agreement, including all applicable attachments and supporting policies described or referenced therein. I certify that the qualifications, certifications and accreditations identified by the Partner in this Agreement, the Attachments, and the Partner's submissions related to Attachment A are valid, and I agree to abide by the terms and conditions listed in each attachment. The provisions of this Agreement are effective from the date of execution through December 31, 2011. NHPUC reserves the right to modify, at any time during the term of this Agreement, the provisions of this Agreement. I certify, under the penalties of law, that the statements made in this Agreement have been examined by me and are true and complete. I understand that by signing this Agreement, I consent to any other inquiry to verify or confirm the information I have provided.

The Partner shall submit a newly executed Signature Form on an annual basis to extend the effective date by one (1) year.

Contact Name			Title	
Company Name			Tax ID	
Address		Services Provided (check all that apply) <input type="checkbox"/> Energy Services <input type="checkbox"/> Commercial Construction <input type="checkbox"/> Other		
City	State	Zip	Phone	Fax
Email			Website	

Acknowledgement

I hereby accept and agree to the terms of this Pay for Performance Program Partnership Agreement

_____ Signature

_____ Print Name _____ Date



Geographical Coverage

Please indicate, by selecting the appropriate box(es), in which New Hampshire counties your organization plans to offer services under the Pay for Performance Program. You may choose to offer services to particular counties, regions, or Statewide. By selecting a given area to serve, you agree to respond to Program-related inquiries from all eligible customers in that area.

Statewide

Region 1

Coos County

Grafton County

Carroll County

Region 2

Sullivan County

Cheshire County

Merrimack County

Belknap County

Region 3

Strafford County

Rockingham County

Hillsborough County



Company Characteristics

Provide additional sheets, as needed

Brief Description, History and Organizational Structure, including # of years in business (minimum one year to qualify for listing), affiliations with branch/parent offices, and current number of employees:

Date and Location of Three Most Recent Projects:

Where applicable, provide at least three customer references that the Program Manager is authorized to contact (otherwise provide three manufacturers, supplier or dealer references), including contact name, phone number, and (for customers) basic information on systems installed.

Statement that the company has \$1 million of general liability insurance and statutory worker's compensation. For installers, this insurance must cover all employees and activities relating to the procurement and installation of the proposed systems. Proof of coverage (copy of policy) may be required.



Certifications, Accreditations, and Licenses

Partner shall check the appropriate boxes below to indicate the certifications, accreditations and/or licenses held by Partner's staff and subcontractors. Please note that the purpose of this Attachment is to identify specific skills held by Partners in the Pay for Performance Program network. The listed certifications, accreditations and/or licenses are not required for becoming a Partner. NHPUC reserves the right to request documentation necessary to verify any and all information provided to the Program by the Partner.

The Partner, at their option, may additionally submit a brief written description of their firm to identify the nature of the firm, their general skills, their unique skills, and otherwise describe the Partner firm's capabilities. This information may be posted on the NH Pay for Performance website (www.NHP4P.com) to aid a potential Participant's selection of a Partner to serve their project.

Certified Energy Manager (CEM) as certified by the Association of Energy Engineers

ASHRAE Building Energy Modeling Professional

ASHRAE Building Energy Assessment Professional

ASHRAE Commissioning Process Management Professional

LEED[®] Accredited Professional (AP) through U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED[®]) Program

Certified Photovoltaic (PV) Installer through North American Board of Certified Energy Practitioners (NABCEP)

Certified Solar Thermal Installer through North American Board of Certified Energy Practitioners (NABCEP)

Commercial Mortgage Broker Licensee

New Hampshire State Licensed Professional Engineer

New Hampshire State Licensed Professional Architect

Multifamily Hydronic Heating System Design Professional as certified by the Building Performance Institute (BPI)

Multifamily Advanced Heating Plant Technician as certified by the Building Performance Institute (BPI)

Multifamily Building Analyst Professional as certified by the Building Performance Institute (BPI)

Other



Submission Requirements

As a condition of participating in the Program, Partners must submit the documentation described in this Attachment for review and acceptance by the Program Manager and NHPUC.

1. The Partner shall demonstrate the capability to conduct business successfully by providing **one** of the following:
 - A. A satisfactory Dunn and Bradstreet Rating; OR
 - B. Membership in the Better Business Bureau; OR
 - C. Specific evidence of business capacity including all of the following:
 - i. a satisfactory banking reference; and,
 - ii. confirmation that the firm has been in business for a minimum of one (1) year; and,
 - iii. confirmation that the principals in the business have a satisfactory individual credit score.
2. The Partner shall demonstrate that they possess a thorough knowledge of energy efficiency and the comprehensive opportunities available to commercial and industrial projects, including potential energy efficiency measures and improvements, their performance criteria, cost, and availability.
 - A. The Partner must provide the following:
 - i. evidence that at least one (1) individual named in the Partner's submission has acted in a lead capacity on at least three commercial and industrial projects for which comprehensive energy efficiency scopes of work were developed and fully implemented. The Partner shall provide at least three (3) case studies or synopses of those previous projects which satisfy this criterion, including a succinct description of the project which summarizes the completed energy efficiency work scope, building modeling software used, how project was funded, and a description of the proposer's direct involvement in the project from inception to completion. Full references shall be submitted for each project, from the owner, developer, A&E firms identified as providing technical support, and from trade contractors, as appropriate, to support the proposer's role and performance for each specific project;
 - ii. Resumes of all staff and named subcontractor(s)* which the Partner anticipates will serve commercial and industrial projects entered into the Program.
 - B. The Partner may, at their option, confirm the following as demonstration of experience serving the commercial and industrial market. This past service will be considered as support to the proposer's capability to serve the commercial and industrial market.
 - i. Vendor under a C&I NH Core Utility Program

* A letter of interest/support executed by the subcontractor must be submitted for all subcontractors identified in the Partner's submission. If a subcontractor is also a Partner to this Program in their own right, it should be indicated in this submission.



All program documentation should be submitted to:

New Hampshire Pay for Performance Program
c/o TRC Energy Services
155 Fleet Street, Suite 305
Portsmouth, NH 03801
NHP4P@trcsolutions.com



Program Rules

As part of the Pay for Performance Program Partnership Agreement, all Partners hereby agree to the following conditions:

- 1. The Partner shall properly respond to leads referred by the Program.** If the Partner chooses to accept referrals from the Program, services shall be provided expediently to these referrals, and in accordance with the Program guidelines and this Agreement.
- 2. The Partner shall be active in the Program.**
 - A. The Partner shall execute a signed contract with each Participant that, at a minimum, includes the responsibilities and tasks detailed in this Agreement and its Attachments.
 - B. The Partner shall strive to ensure that all Participants served by the Partner under the Program make a bona fide attempt to achieve the Program's performance target of 15% reduction in total facility source energy.
 - C. To maintain an active status as a Partner in this Program, the Partner must contract with at least one (1) project participating in the Program within each one (1) year period beginning from the execution date of this Agreement.
- 3. The Partner shall abide by the following business practices.**
 - A. The Partner shall treat Participants fairly and deliver promised services in a timely and responsible manner.
 - B. The Partner shall properly represent the relationship of the Partner to the State of New Hampshire, NHPUC and NHPUC's Program Manager, this relationship being that the Partner is an independent contractor, qualified to provide services to Participants within the Program. The Partner shall **not** represent itself as working for, approved by, endorsed, or certified by the State of New Hampshire, NHPUC, and NHPUC's Program Manager.
 - C. The Partner shall maintain any relevant licenses required by federal, state, county, or municipal governments or any other agencies with jurisdiction over work performed with Program support.
 - D. The Partner shall maintain, at its own cost, general liability insurance coverage of at least \$1 million and produce evidence of such upon request by NHPUC or its Program Manager.
 - E. The Partner shall provide all Participants, or potential Participants, with the Program information and materials made available through the Program Manager.
 - F. If the Partner becomes involved in a dispute with a Participant, the Partner shall work with the Program Manager to resolve the dispute amicably. In any event, the Partner shall hold NHPUC and the Program Manager harmless from any suit arising from services provided with Program support.
 - G. The Partner shall allow random inspections by Program Manager, or its designated agents, of the work it performs under the Program. The Partner shall, upon request from the Program Manager, and at no additional cost to the Participant, make reasonable corrections to work that the Partner has performed to bring such work up to Program standards.
- 4. The Partner recognizes that this Partnership is a privilege.**
 - A. The Partner acknowledges that serving as a Partner to this Program is a privilege and the Program Manager, with consent from NHPUC, may suspend or terminate this Agreement for any reason, including failure to maintain Program standards. In



all cases involving a termination of this Agreement, or denial of Program incentives, the Program Manager’s written decision is final.

- B. The Partner shall not employ a subcontractor that has been suspended or terminated from this Program or any other NHPUC program to serve this Program, without the Program Manager’s prior written permission. Likewise, the Partner shall not allow a direct employee to serve one of their Pay for Performance projects if that employee served a principal function or in a significant capacity on a project which resulted in another firm’s suspension or termination from this Program or any other NHPUC program, without the Program Manager’s prior written permission.
- C. NHPUC reserves the right to make changes to the Program upon notice to the Partner, through notifications by e-mail and posting on www.NHP4P.com.
- D. It is expressly understood that the Program Manager will not process or approve any incentive payment request submitted by a potential Participant until a fully executed contract between the Partner and Participant is received.
- E. The Partner acknowledges that failure to follow Program requirements and procedures, including processing of required documents, will result in a loss of applicable incentives and possible disciplinary action, including termination of this Agreement.

5. The Partner shall complete the NHPUC Pay for Performance Program orientation on the Program’s requirements and protocols. The Partner must fulfill this requirement prior to providing service to a Participant.

6. The Partner shall notify the Program Manager whether it, its employee, or agent has or is participating in other NHPUC programs¹. The Partner must divulge whether any individual(s) including owners, principles, shareholders, associates, employees and subcontractors affiliated with the Partner have previously or are currently providing services in support of any NHPUC programs. If so, the Partner should list any and all such individuals in Attachment B to this document. This is an ongoing requirement. As such, the Partner shall immediately notify the Program Manager of any changes or updates to this information by revising, signing, and re-submitting the Attachment B to this Agreement.

Becoming a Partner and maintaining an active status in the Program affords the Partner access to NHPUC’s support and incentive opportunities identified in the appropriate Attachment(s) to this Agreement. The Program Manager, with consent from NHPUC, reserves the right to change any or all of the Attachments to this Agreement at any time upon notice to the Partner. Such notification shall be by email and posting on www.NHP4P.com.

Acknowledgement

I hereby accept and agree to the terms of this Pay for Performance Program Partnership Agreement

Signature

Print Name

Date

¹ This disclosure refers to service provided in support of NHPUC programs, as a program Partner or contractor, not as a Participant.



Terms and Conditions

The terms and conditions in this Attachment are effective upon the Partner's submission of the Participation Agreement for an existing building on behalf of a Participant. In addition to meeting the qualification requirements and satisfying all terms and conditions identified in the main body of this Agreement, the Partner also agrees to ensure the terms and conditions delineated in this Attachment are met for any project involving buildings that the Partner serves under the Program.

The Participant may, at their option, contract separately for any of the required services but the Partner is responsible to the Program Manager to ensure all Program requirements, terms and conditions are satisfied. These services can be provided directly by the Partner's employee(s), or by other individual(s) or firm(s) subcontracted to the Partner and having the required qualifications, certifications, licenses, and/or experience. Although the Program Manager does not require the Partner to submit documentation to affirm that the qualifications and/or experience required within this Attachment are met, the Program Manager reserves the right to request such verification from the Partner at any time.

As part of the Pay for Performance Program Partnership Agreement, all Partners hereby agree to the following terms and conditions

- 1. The Partner shall be responsive to the Participant.** Upon receipt of a submission from the owner or property manager, the Partner should prepare and submit a response within three (3) business days.
- 2. The Partner shall facilitate participation in the Program on behalf of the Participant.** These facilitation efforts will, at minimum, include the following:
 - A. Lead an initial information session with the Participant. The Partner shall identify NHPUC's goals, and present the various approaches and benefits of participating in the PAY FOR PERFORMANCE PROGRAM, including the potential for obtaining an ENERGY STAR® label. The Partner shall explain the purpose of benchmarking the building using the EPA's Portfolio Manager software and the Energy Reduction Plan, and discuss potential areas for energy savings available to the Participant.
 - B. The Partner shall prepare and submit requests for incentive payments on behalf of the Participant, in accordance with the trigger events outlined in the Participation Agreement between the Participant and NHPUC, using the appropriate Drawdown Request Form.
- 3. Prepare and submit a Program Application on behalf of the participant.**
 - A. No more than two (2) applications for different projects may be submitted to the Program prior to receiving approval of at least one (1) Energy Reduction Plan.
 - B. Upon approval of at least one (1) Energy Reduction Plan, Partner may have up to three (3) applications submitted. Partner may have no more than three (3) Energy Reduction Plans in process simultaneously with the Program Manager.



- 4. Prepare and submit a benchmark report based on data obtained from the EPA Portfolio Manager software.** The following tasks shall be completed to achieve this goal:
 - A. Acquire all of the required energy consumption data for the building(s).
 - B. Input that data into the EPA Portfolio Manager software.
 - C. Prepare and submit the Portfolio Manager reports: 1) Statement of Energy Performance, 2) ENERGY STAR Data Checklist, and 3) Facility Summary.
 - D. Use the "Share Facility" function to allow Program Manager read-only access.

- 5. The Partner shall conduct, or cause to be obtained, a comprehensive energy audit of the Participant's facility.** The Partner shall ensure this task is completed by a qualified professional as defined by a professional certification such as Professional Engineer or Certified Energy Manager or demonstrated through experience in identifying energy savings opportunities in commercial buildings. The audit shall be based on computer modeling in accordance with the Program's Modeling Requirements. The Partner shall establish the auditor's experience in the energy auditing of existing buildings, and of building science and building performance diagnostics in commercial and industrial buildings. The Partner shall have or obtain at least one (1) model of a commercial and industrial building, previously developed by the auditor using an approved software tool, which is complete and sufficiently accurate to support an investment grade energy audit. The following tasks, at minimum, shall be completed:
 - A. Confirm that the utility billing history and building consumption data provided by the Participant is both valid and sufficient to complete the energy audit(s).
 - B. Coordinate the date of the site inspection with the Participant to ensure the proper arrangements are made concerning maintenance staff availability and occupant notification.
 - C. Conduct a comprehensive energy audit of all buildings included in the scope of the project, per the Program's Energy Reduction Plan Guidelines and ASHRAE's Level II Audit.
 - D. Model the building using an ASHRAE-compliant simulation software program.
 - E. Develop a package of energy reduction measures per the Program's Energy Reduction Plan Guidelines. This package must incorporate sufficient energy reduction measures to achieve the Energy Performance Target (15% reduction in facility source energy) needed to satisfy Program requirements previously determined through use of the EPA Portfolio Manager software.
 - F. Determine the costs of each of the recommended measures using R.S. Means or equivalent construction estimating procedure.
 - G. Create a Report which summarizes the auditor's recommendations, including the energy reduction measures and their projected costs, financial savings, and reductions in energy consumption, per the Program's Energy Reduction Plan Guidelines.

- 6. The Partner shall develop the Energy Reduction Plan, per the Energy Reduction Plan Guidelines, based on the results of the comprehensive energy audit.** The following tasks shall be completed to achieve this goal:
 - A. Review the package of energy saving measures presented in the energy audit and confirm that this set of measures meets or exceeds the Energy Performance Target previously determined. The Partner shall provide this confirmation by comparing the



- EPA Portfolio Manager energy intensity results for the existing building to the revised energy intensity estimates, calculated by including this package of energy saving measures.
- B. Engage in a series of consultations with the Participant and their representatives to further develop the scope of the energy saving recommendations. The consultations with the Participant shall be collaborative in nature by presenting alternatives and suggestions for maximizing energy savings while working within the Participant's goals.
 - C. The Partner shall directly provide or ensure provision of the necessary financial and/or regulatory assistance to develop the Energy Reduction Plan. At the Participant's option, the Partner shall assist the Participant in identifying the sources of funding necessary to fully implement the Energy Reduction Plan. The Partner shall ensure financial and/or regulatory assistance is provided by individual(s) holding the requisite knowledge and experience, establishing compliance with this condition by obtaining references from the individual(s) confirming previous success as a financial consultant on either commercial or industrial projects; or, a regulatory consultant on commercial and industrial projects. Compliance with this condition may be supported by evidence that the individual(s): 1) holds a valid Commercial Mortgage Broker License; or 2) is a lender under one of NH CDFA's Loan Programs; or 3) is an accredited Community Development Financial Institution.
 - D. Assist the Participant in developing a preliminary construction schedule that includes all energy efficiency measures included in the scope of the project.
 - E. Prepare a report based on the Energy Reduction Plan Template and submit it to the Program Manager for review and approval.
 - F. Partner may have no more than three (3) Energy Reduction Plans in process simultaneously with the Program Manager. Before submitting a fourth Energy Reduction Plan for review and approval, one of the previous three must be approved.
- 7. The Partner shall ensure that recommended measures that make up the proposed project are reflected in the bid process and construction documents.** The following tasks shall be completed to achieve this goal:
- A. Review the bid package(s), as appropriate, to ensure that sufficient detail is included to characterize the energy-related measures such that compliance with the Program's Minimum Performance Standards and appropriate construction/installation of the recommended measures can be assured.
 - B. Partner shall ensure that, when appropriate, designers and installers of specific systems will hold applicable certifications, accreditations, and/or licenses.
 - C. Ensure that the Performance Specification Criteria from the Program's Energy Reduction Plan Guidelines are reflected in the bid package.
 - D. Attend pre-bid meeting(s), as necessary, to explain program goals and procedures to bidding contractors. Explain energy-efficiency work scope in detail, including air sealing, insulation methods, controls, commissioning, etc. to ensure that contractors understand program requirements sufficiently for bidding purposes.
 - E. Review selected bids and final contracts to ensure that they accurately reflect the final, approved design and specifications.
 - F. Review the construction schedule and offer suggestions regarding timing and installation of the energy efficiency elements of the project as needed.



- 8. **The Partner shall submit documentation to affirm the Participant’s installation of the measures meet the Program’s minimum performance standards, as identified in the Energy Reduction Plan Guidelines.** The Partner shall establish that the Participant has met those requirements. At the Partner’s and Participant’s option:
 - A. The Partner shall perform the field inspections necessary to affirm compliance; OR
 - B. The Participant must submit written documentation to the Partner which confirms the installed measures do comply with previously reviewed and approved construction documents.

- 9. **At least twelve (12) months, but no more than eighteen (18) months, after construction is complete, the Partner shall prepare and submit a post-construction Program Benchmarking spreadsheet to verify that the Performance Target has been met.** The following tasks shall be completed to achieve this goal:
 - A. Prepare and submit a post-construction Program Benchmarking spreadsheet, using the first twelve (12) months of post-construction utility data for the Participant’s facility, to calculate the current Program Benchmarking score.
 - B. If the post-construction Benchmark score meets or exceeds the minimum performance score, prepare and submit request for the final incentive payment on behalf of the Participant in accordance with the Participation Agreement between the Participant and NHPUC and using the appropriate NHPUC Drawdown Request Form.

- 10. **Indemnification:** The Partner shall indemnify, defend and hold the NHPUC, the Program Manager and their directors, officers, employees and agents (including, but not limited to, affiliates, contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever that arise out of or is in any manner connected with the negligent or reckless performance work performed under this of this Agreement.

Acknowledgement

I hereby accept and agree to the terms of this Pay for Performance Program Partnership Agreement

Signature

Print Name æ åÁã^

Date