

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
WHPACIFIC, INC.
FOR COMMISSIONING SERVICES ON THE
PUBLIC WORKS PROPERTY CONTROL FACILITY**

THIS AGREEMENT is made and entered into this 4th day of November 2016, by and between **SANTA FE COUNTY**, hereinafter referred to as the “County” and **WHPACIFIC, INC.**, whose principal address is **6501 Americas Parkway NE, Suite 400, Albuquerque, NM 87110** hereinafter referred to as the “Contractor”.

WHEREAS, pursuant to NMSA 1978, Section 129 Procurement under existing contracts, the State of New Mexico Statewide Price Agreement 40-000-14-00062 will be utilized; and

WHEREAS, the County has need for Building Commissioning Services for the design and construction of a new Public Works Property Control Building located at the Public Works facility at 425 New Mexico 599 Frontage Road, Santa Fe, New Mexico 87507; and

WHEREAS, the Contractor was selected from the Statewide Price Agreement and is prepared to provide Commissioning planning and design review services; and

WHEREAS, the County is in need of a professional commissioning service for the Public Works Property Control Building to consult and verify, as a third party agent for the County, the design and preparation of the architectural engineering plans and specifications and to verify compliance with those construction documents during construction; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

The Contractor shall provide, without limitation, the following services:

- A. All expertise, labor and resources, in accordance with generally accepted commissioning industry practices.
- B. Provide complete services necessary during the contract term, from the schematic design phase through construction project closeout.

Below is a summary of the general systems that the Contractor may be required to commission:

- A. Schematic through construction document review and recommendations.
- B. Building envelope commissioning (BECx).
- C. Measurement and verification.

- D. All equipment of the heating, ventilating and air conditioning systems.
- E. Refrigeration systems.
- F. Lighting controls (occupancy sensors and daylight dimming).
- G. Hot water system (boilers, hot water pumps, valves, piping).
- H. Renewable energy systems (wind, solar – as required)
- I. Emergency power generators and automatic transfer switching.
- J. Data and communication.
- K. Paging systems.
- L. Security system.
- M. Fire alarm system.
- N. Irrigation.
- O. Plumbing.
- P. Construction Phase meetings and site observations.
- Q. Other special systems.
- R. Conduct 11 month Warranty Review.

The equipment and systems listed above will be referred to either individually or collectively as “Building and Equipment Systems.”

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County and with the degree of care and skill ordinarily exercised by Contractor’s profession and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services that are performed to the County’s satisfaction and that meet the standard of care for Contractor’s profession.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed twenty thousand five hundred dollars and no cents, (\$20,500.00) exclusive of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount

stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall timely issue a written certification of complete or partial acceptance or rejection of the services and deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Project Manager Brad Isaacson, 505-982-9878**, or such other individual as may be designated in the absence of the County representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification of complete or partial acceptance or rejection of the services or deliverables. The County shall issue a written certification of complete or partial acceptance or rejection of the services within 15 days of the date of the County's receipt of the Contractor's request for payment. Failure of the County to reject, in writing, services or deliverables within 15 days from the date the County receives a written request for payment is deemed complete acceptance by the County.
- 3) Within 30 days of the County's receipt and acceptance of services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the acceptance certification accepting the items or services, the County shall pay late payment charges on the unpaid balance due to the Contractor at the rate of one and one-half percent (1.5%) per month, until the unpaid amount due is paid in full.
- 4) If the County rejects services or deliverables, within 30 days of the date of the County's receipt of the Contractor's request for payment the County shall send the Contractor a letter of exception explaining the defect or objection to the services or deliverables along with details of how the Contractor may proceed to provide remedial action.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the last date of signature by the parties hereto (the Effective Date). The term of this Agreement is one year from the Effective Date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term in one-year increments not to exceed a total of four years. The County may exercise this option by submitting a written notice to the Contractor that the term of this Agreement will be extended. The notice must be submitted to the Contractor at least 60 days prior to expiration of the term.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees

or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any information developed by and identified as confidential by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the County without the prior written approval of the Contractor for the term of this Agreement. This obligation shall not apply to the following:

- a. information already known to or otherwise in the possession of the County at the time of receipt from the Contractor hereto pursuant to this Agreement; or
- b. information publicly available or otherwise in the public domain; or
- c. information rightfully obtained by the County from any third party without restriction and without breach of this Agreement by the County; or
- d. information independently developed hereafter by the County; or

- e. information released by the Contractor to any third party without restrictions; or
- f. information disclosed without restriction pursuant to judicial action, a request made pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Section 14-2-1, or governmental regulations or other requirements, by the County provided the County has notified the Contractor of the request.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination.

Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION; LIMITATION OF LIABILITY

A. The Contractor shall indemnify and hold harmless the County and its officials, authorized agents, and employees from losses, damages, demands, suits, causes of action, costs or expenses (including but not limited to court costs and attorneys' fees) brought by a third party to the extent resulting from Contractor's negligent acts, errors, or omissions in performing its obligations under this Agreement.

B. The Contractor agrees that the County shall have the right to participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. This indemnification clause is subject to the immunities, provisions, and limitations of the NM Tort Claims Act, NMSA 1978, Section 41-4-1 et seq., including the principles of liability in NMSA 1978, Section 41-3A-1. The parties agree that this Agreement is not intended by any of its provisions to give rise to a third party beneficiary or to authorize any person or entity to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to this Agreement.

D. Neither party shall be liable to the other for any special or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Contractor or the County, or their employees, agents, sub consultants or subcontractors. Consequential damages include but are not limited to loss of profits and loss of use.

E. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Attn: Santa Fe County Manager
102 Grant Avenue
P.O. Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor: WHPacific, Inc.
Attn: Operations Manager
6501 Americas Parkway NE, Suite 400
Albuquerque, NM 87110

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. The Contractor shall give the County 30 days' notice of cancellation of its policies for non-payment only, and for no other reason.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

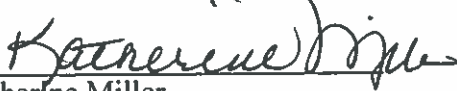
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

11-4-16
Date

Approved as to form


Gregory S. Shaffer
Santa Fe County Attorney

10-24-16
Date

Finance Department


Don D. Moya
Finance Director

10-28-16
Date

CONTRACTOR:

Michael Wm. Malloy
(Signature)

10/25/16
Date

MICHAEL Wm. MALLOY
(Print Name)

NEW MEXICO OPERATIONS MANAGER
(Print Title)

August 24, 2016

Karen K. Emery, Procurement Specialist Senior
Santa Fe County Purchasing Division
PO Box 276
Santa Fe, NM 87504-0276

Dear Ms. Emery,

RE: Commissioning of the PW Property Control Facility – Cost Proposal

WHPacific, Inc (WHPacific) is pleased to submit this cost proposal to the Santa Fe County Public Works Department for Commissioning Services.

- *Commissioning of the PW Property Control Facility* *\$20,500 (excludes NMGR)*
Scope of work as indicated in Santa Fe County's solicitation of letter of interest dated 8/12/16 and as indicated here.

Assumptions:

Construction phase meeting and site observations do not include attendance of weekly construction meetings.

WHPacific is committed to meeting your expectations for this project and looks forward to the opportunity of working with you. If you have any questions related to this cost proposal, please do not hesitate to contact me at 505-830-8752.

Sincerely,



Pam Lentini, PE
WHPACIFIC, INC.
Director of Facilities

**WHPACIFIC, INC. – Innovation
Efficiency
Solutions**

SCHEDULE TITLE: 6FEC-E6-030292-B, Refresh #8, dated July 22, 2008

Contract Number: GS-21F-0092U

Contract Performance Period: August 1, 2013 – July 31, 2018

**CONTRACTOR'S NAME, ADDRESS, TELEPHONE AND FAX NUMBER; EMAIL AND/OR
WEB SITE ADDRESS:**

WHPacific, Inc.
6501 America's Parkway, NE, Suite 400
Albuquerque, NM 87110
Telephone: 505-348-5202
Fax: 505-242-4845

Email: jmclane@whpacific.com
Web Site: www.whpacific.com

CONTRACTOR'S ADMINISTRATION SOURCE: James R. McLane,
Energy-Commissioning Services
Manager
(D) 505-348-5202
(F) 505-242-4845

BUSINESS SIZE: Large

INFORMATION FOR ORDERING ACTIVITIES:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN's):

871-202 - Energy Management Planning and Strategies- A four-phase Comprehensive Energy Management Solution consisting of all four phases of an energy project and could pertain to a variety of energy projects that include, but are not limited to, renewable energy, sustainable energy, and energy efficient buildings certification programs such as LEED.

1. Consulting/Auditing/Energy Management Solutions - This includes the strategic planning, energy assessments e.g. feasibility, vulnerability and other detailed assessments, developing and executing of energy audits, audit plans and energy management solutions.

2. Concept Development and Requirements Analysis- This includes the analysis of the audit results and outlined requirements to design a detailed energy management project concept.

3. Implementation and Change Management - This includes the implementation and integration of more energy efficient practices and systems and training in using them effectively.

4. Measurement and Verification - This includes the performance assessment and measurement of the effectiveness and energy efficiency of the project and can include long term monitoring, verification of savings and benchmarking.

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871-203 – Training on Energy Management- Including, but not limited to, reducing energy consumption, mitigating risk with energy systems, operating systems efficiently, making energy efficient system choices, and energy efficient buildings certification programs such as LEED.

871-204 – Metering Services- Including, but not limited to, the installation of metering equipment and software used for the collection of data and measurement of energy consumption through electric, gas, water or steam utilities, the utilization of data to ensure energy conservation goals are being met, and allows for the measurement and tracking of the cost effectiveness of energy technology investments. This could include basic metering services, advanced metering services, maintenance, installation, removal and disposal of new or existing equipment. Security clearances such as HSPD-12 may be required.

871-205 – Energy Program Support Services- Including, but not limited to, billing and management oversight and assistance in preparing energy services related agency statements of work. Energy efficient buildings certification programs such as LEED may be included.

871-206 – Building Commissioning Services- Including, but not limited to, comprehensive building commissioning services on new construction, major modernization projects, and existing energy consuming buildings and facilities designed to ensure the building systems are designed and built to operate as efficiently as possible. This includes re-commissioning and retro-commissioning services. Energy efficient buildings certification programs such as LEED may be included.

871-207 – Energy Audit Services- Including, but not limited to, developing, executing, and reporting on audit plans and/or perform energy and water audit services. Energy audits may range from cursory to comprehensive. Including, but not limited to data collection, data analysis, benchmarking with tools such as Energy Star, and written recommendations of suggested upgrades of electrical and mechanical infrastructure, including their impact on energy consumption and pollution can include recommendations for using alternative Energy Sources. Energy efficient buildings certification programs such as LEED may be included.

871-208 – Resource Efficiency Management (REM) - Including, but not limited to, providing information on possible steps that will improve energy efficiency. This information shall include estimates of cost savings and environmental benefits. This includes onsite analysis of current operations, equipment, and energy purchasing patterns. This may include the services of a resource efficiency advocate for individual or aggregated building(s) in order to maximize resource efficiency. Energy efficient buildings certification programs such as LEED may be included.

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871-209 – Innovations in Energy- Innovative approaches to renewable and/or sustainable energy, sustainability services, and energy management technology and services. These might include, but are not limited to, new developments or improvements in providing renewable energy and managing energy through biomass conversion, solar energy, fuel cells, geothermal energy, hydropower (tidal power, wave power, tidal stream power, waterwheels, and hydro electricity), wind power or other sources. These approaches should be capable of providing renewable and/or sustainable energy and sustainability services that are more "carbon-neutral", thereby lessening dependence on traditional non-renewable, "fossil fuel" sources of energy such as coal, oil, natural gas and propane. This could include sustainability and carbon management solutions such as analysis, foot printing, measuring, mitigation, verification and management, training on new energy technologies and systems, life-cycle costing, and maintenance and operational support of renewable energy systems; and the implementation, testing and evaluation of networked energy management systems and services that utilize Internet Protocol - Next Generation (IPv6) enabled systems that are configured using open standards architecture that can include Power over Ethernet (POE) implementation, wireless configurations, data security using IPSEC or 128 DES Encryption standards, high reliability, NIST compliant, and demonstrated energy efficiencies or cost savings, and are capable of integrating with existing information systems data infrastructure and backbone.

871-210 – Water Conservation - Water Conservation: Services and consulting related to the reduction of water usage, recycling of water for multiple purposes, retention of water, improvement of water quality and water flow. These services can include, but are not limited to, facility water audits, water balance, and water system analysis.

871-299 – Introduction of New Services - A new service may be a task, procedure, or product existing in the commercial market which is being developed, improved, or not yet introduced to the Federal Government or not currently available under any GSA Contract, but is categorically related to this procurement.

003-97 – Ancillary Repairs and Alterations – A service that allows minor repairs to mechanical and electrical systems and equipment in regard to functionality to enhance energy and water performance.

Other Direct Costs

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2. MAXIMUM ORDER*: \$1,000,000

*If the "best value" selection places your order over the Maximum Order, identified in the catalog/price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for the requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with the FAR 8.404

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic

5. POINT(S) OF PRODUCTION: N/A

6. BASIC DISCOUNT: 1%

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: Net 30

9. GOVERNMENT PURCHASE CARD ACCEPTED: Yes (excludes prompt payment discounts)

10. FOREIGN ITEMS: None

11. TIME OF DELIVERY AFTER RECEIPT OF ORDER (ARO):

Normal: Varies per service performed

Emergency: Shipment within ____ days ARO for in stock at the time of order

Expedited: Items available for expedited delivery are noted in this price list.

Overnight and 2- day Delivery:

Urgent Requirement: Clause I-FSS-I40-B of the contract applies. Agencies can contact contractor's representative to possibly affect a faster delivery.

12. FOB POINT: Destination

13. ORDERING ADDRESS: Same as Contractor

14. PAYMENT ADDRESS: Same as Contractor

15. WARRANTY PROVISION: (Liability Insurance Only)

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- 16. EXPORT PACKING CHARGES: N/A**
- 17. TERMS AND CONDITIONS OF GCCC ACCEPTANCE: (any thresholds above the micropurchase level)**
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A**
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A**
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTSPRICE-LIST AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A**
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: N/A**
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS: N/A**
- 22. LIST OF PARTICIPATION DEALERS: N/A**
- 23. PREVENTIVE MAINTENANCE:**
- 24. ENVIRONMENTAL ATTRIBUTES, e.g., RECYCLED CONTENT, ENERGY EFFICIENCY, AND /OR REDUCED POLLUTANTS: CONTRACTOR MUST COMPLETE**
- 25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 809311405**
- 26. NOTIFICAION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE**

ENERGY AND COMMISSIONING SERVICES

Year One

SIN	Order Number	Labor Category	Description	GSA Price Per Hour
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	M4	STAFF M/E ENGINEER	Plans schedules, conducts or coordinates detailed phases of work in a part of a major projects or in total project of moderate scope. Performs work involving conventional practice not with some complexities. Work requires a broad knowledge of precedents in a specialty area, and a good knowledge of principles and practices of related specialties. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree In Engineering; 4 Years	\$112.49
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	M5	PROJECT M/E ENGINEER	Plans schedules, conducts or coordinates detailed phases of medium/large projects, or a number of small projects. Responsible for finished plans, specifications or approval of materials or construction estimates. Responsible for supporting Business Development at interviews and in preparation of proposals. May represent clients at public hearings or public meetings regarding technical applications. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree in Engineering; 10 Years	\$129.37
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	M6	SENIOR M/E PROJECT ENGINEER	Plans, develops, coordinates and directs a large number of important projects. As a technical specialist, conceives plans and conducts research on complex problems. Stays attuned to new professional methods and developments in order to keep the Company at the forefront of new services/techniques/methods. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree in Engineering; 15 Years	\$148.77
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	M7	SENIOR M/E ENGINEER	Depending on role, may be responsible for an important segment of project management for planning organizing and supervising up to 30-35 people, including 3-5 subordinate project managers. May recommend facilities, equipment, personnel and budget to meet program and organizational needs. Formulates and guides solutions to problems of exceptional difficulty or marked importance to the Company. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree in Engineering; 20+ Years	\$166.62
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	M8	PRINCIPAL M/E ENGINEER	As a manager, directs an important segment of the firm's business, responsible for deciding the kind and extent of professional and support program needed to accomplish the objective of the organization. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree in Engineering; 20+ Years	\$166.62
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	A5	ARCHITECT 2	Plans schedules, conducts or coordinates detailed phases of work in a part of a major projects or in total project of moderate scope. Performs work involving conventional practice not with some complexities. Work requires a broad knowledge of precedents in a specialty area, and a good knowledge of principles and practices of related specialties. Education/Experience: Registered Architect; Degree: Bachelors / Masters Degree in Architecture; 10 Years	\$106.57
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	A6	ARCHITECT SR	Plans schedules, conducts or coordinates detailed phases of medium/large projects, or a number of small projects. Responsible for finished plans, specifications or approval of materials or construction estimates. Responsible for supporting Business Development at interviews and in preparation of proposals. May represent clients at public hearings or public meetings regarding technical applications. Education/Experience: Registered Architect; Degree: Bachelors / Masters Degree in Architecture; 15 Years	\$122.55
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	A7	ARCHITECT PRINCIPAL	Plans, develops, coordinates and directs a large number of important projects. As a technical specialist, conceives plans and conducts research on complex problems. Stays attuned to new professional methods and developments in order to keep the Company at the forefront of new services/techniques/methods. Education/Experience: Registered Architect; Degree: Bachelors / Masters Degree in Architecture; 20 Years	\$140.94
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	A8	ARCHITECT SR PRINCIPAL	Depending on role, may be responsible for an important segment of project management for planning organizing and supervising up to 30-35 people, including 3-5 subordinate project managers. May recommend facilities, equipment, personnel and budget to meet program and organizational needs. Formulates and guides solutions to problems of exceptional difficulty or marked importance to the Company. Education/Experience: Registered Architect; Degree: Bachelors / Masters Degree in Architecture; 20+ Years	\$162.08

ENERGY AND COMMISSIONING SERVICES

Year One

SIN	Order Number	Labor Category	Description	GSA Price Per Hour
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	X2	PROJECT MANAGER II	Overall leadership of large-scale facility development, including management of project design teams and client relations. Acts as the Company representative with the Client and selected consultants and contractors during the project execution. Negotiates changes to the scope of work with the client and key sub-consultants. Responsible for following up on instructions and commitments associated with the project. Plans, directs, supervises and controls the execution of all business, technical fiscal and administrative functions of the assigned project. Education/Experience: Registered Engineer/Architect or Equivalent Experience; Degree: Bachelors/Masters in Engineering/Architecture or Related Field; 5-10 Yrs.	\$142.00
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	X3	PROJECT MANAGER III	Overall leadership of large-scale facility development, including management of project design teams and client relations. Acts as the Company representative with the Client and selected consultants and contractors during the project execution. Negotiates changes to the scope of work with the client and key sub-consultants. Responsible for following up on instructions and commitments associated with the project. Plans, directs, supervises and controls the execution of all business, technical fiscal and administrative functions of the assigned project. Education/Experience: Registered Engineer/Architect or Equivalent Experience; Degree: Bachelors/Masters in Engineering/Architecture or Related Field; 10-15 Yrs.	\$159.05
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	X4	SENIOR PROJECT MANAGER	Overall leadership of large-scale facility development, including management of project design teams and client relations. Acts as the Company representative with the Client and selected consultants and contractors during the project execution. Negotiates changes to the scope of work with the client and key sub-consultants. Responsible for following up on instructions and commitments associated with the project. Plans, directs, supervises and controls the execution of all business, technical fiscal and administrative functions of the assigned project. Education/Experience: Registered Engineer/Architect or Equivalent Experience; Degree: Bachelors/Masters in Engineering/Architecture or Related Field; 15-20 Yrs.	\$178.13
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	T4	FIELD REPRESENTATIVE	Coordinate the work of other lower-level technicians and others who assist in specific assignments. Prepares and checks working drawings or calculations of substantial complexity, or layouts and arrangements requiring independent judgment. Recommends materials or construction, coordinates work with other specialties and departments. Education/Experience: High School Diploma or Equivalent Plus Cont. Education; Degree: None Required; 15 yrs.	\$89.64
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	T5	FIELD REP-INSPECTOR SR/ DESIGNER SR.	Coordinate the work of other lower-level technicians and others who assist in specific assignments. Prepares and checks working drawings or calculations of substantial complexity, or layouts and arrangements requiring independent judgment. Recommends materials or construction, coordinates work with other specialties and departments. Education/Experience: High School Diploma or Equivalent Plus Cont. Education; Degree: None Required; 15-20 yrs.	\$103.68
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	C4	DIVISION ADMIN II.	Perform various administrative duties of a difficult/complex nature. Work may involve analysis of reports with recommended actions. Responsible for developing and implementing systems and procedures for the handling and completion of work on a project. Education/Experience: High School Diploma or Equivalent Plus Cont. Education; Degree: None Required; 8-10 yrs.	\$70.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299		RFI each		\$0.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299		Calculations each		\$0.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299		Submittals each		\$0.08

ENERGY AND COMMISSIONING SERVICES

Year One

SIN	Order Number	Labor Category	Description	GSA Price Per Hour
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			Construction Cost Estimate each	\$0.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			Reports each	\$0.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			11X17 each	\$0.30
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			24X36 each	\$1.00
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			30X40 each	\$1.59
			CD each	\$5.04

ENERGY AND COMMISSIONING SERVICES

Year Two

SIN	Order Number	Labor Category	Description	GSA Price Per Hour
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	M4	STAFF M/E ENGINEER	Plans schedules, conducts or coordinates detailed phases of work in a part of a major projects or in total project of moderate scope. Performs work involving conventional practice not with some complexities. Work requires a broad knowledge of precedents in a specialty area, and a good knowledge of principles and practices of related specialties. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree in Engineering; 4 Years	\$118.11
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	M5	PROJECT M/E ENGINEER	Plans schedules, conducts or coordinates detailed phases of medium/large projects, or a number of small projects. Responsible for finished plans, specifications or approval of materials or construction estimates. Responsible for supporting Business Development at interviews and in preparation of proposals. May represent clients at public hearings or public meetings regarding technical applications. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree in Engineering; 10 Years	\$135.63
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	M6	SENIOR M/E PROJECT ENGINEER	Plans, develops, coordinates and directs a large number of important projects. As a technical specialist, conceives plans and conducts research on complex problems. Stays attuned to new professional methods and developments in order to keep the Company at the forefront of new services/techniques/methods. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree in Engineering; 15 Years	\$156.20
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	M7	SENIOR M/E ENGINEER	Depending on role, may be responsible for an important segment of project management for planning organizing and supervising up to 30-35 people, including 3-5 subordinate project managers. May recommend facilities, equipment, personnel and budget to meet program and organizational needs. Formulates and guides solutions to problems of exceptional difficulty or marked importance to the Company. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree in Engineering; 20+ Years	\$174.95
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	M8	PRINCIPAL M/E ENGINEER	As a manager, directs an important segment of the firm's business, responsible for deciding the kind and extent of professional and support program needed to accomplish the objective of the organization. Education/Experience: Registered Engineer; Degree: Bachelors/ Masters Degree in Engineering; 20+ Years	\$195.95
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	A5	ARCHITECT 2	Plans schedules, conducts or coordinates detailed phases of work in a part of a major projects or in total project of moderate scope. Performs work involving conventional practice not with some complexities. Work requires a broad knowledge of precedents in a specialty area, and a good knowledge of principles and practices of related specialties. Education/Experience: Registered Architect; Degree: Bachelors / Masters Degree in Architecture; 10 Years	\$111.90
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	A6	ARCHITECT SR	Plans schedules, conducts or coordinates detailed phases of medium/large projects, or a number of small projects. Responsible for finished plans, specifications or approval of materials or construction estimates. Responsible for supporting Business Development at interviews and in preparation of proposals. May represent clients at public hearings or public meetings regarding technical applications. Education/Experience: Registered Architect; Degree: Bachelors / Masters Degree in Architecture; 15 Years	\$128.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	A7	ARCHITECT PRINCIPAL	Plans, develops, coordinates and directs a large number of important projects. As a technical specialist, conceives plans and conducts research on complex problems. Stays attuned to new professional methods and developments in order to keep the Company at the forefront of new services/techniques/methods. Education/Experience: Registered Architect; Degree: Bachelors / Masters Degree in Architecture; 20 Years	\$147.98
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871-209, 871-210, 871-299	A8	ARCHITECT SR PRINCIPAL	Depending on role, may be responsible for an important segment of project management for planning organizing and supervising up to 30-35 people, including 3-5 subordinate project managers. May recommend facilities, equipment, personnel and budget to meet program and organizational needs. Formulates and guides solutions to problems of exceptional difficulty or marked importance to the Company. Education/Experience: Registered Architect; Degree: Bachelors / Masters Degree in Architecture; 20+ Years	\$170.19

ENERGY AND COMMISSIONING SERVICES

Year Two

SIN	Order Number	Labor Category	Description	GSA Price Per Hour
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	X2		PROJECT MANAGER II Overall leadership of large-scale facility development, including management of project design teams and client relations. Acts as the Company representative with the Client and selected consultants and contractors during the project execution. Negotiates changes to the scope of work with the client and key sub-consultants. Responsible for following up on instructions and commitments associated with the project. Plans, directs, supervises and controls the execution of all business, technical fiscal and administrative functions of the assigned project. Education/Experience: Registered Engineer/Architect or Equivalent Experience; Degree: Bachelors/Masters In Engineering/Architecture or Related Field; 5-10 Yrs.	\$149.10
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	X3		PROJECT MANAGER III Overall leadership of large-scale facility development, including management of project design teams and client relations. Acts as the Company representative with the Client and selected consultants and contractors during the project execution. Negotiates changes to the scope of work with the client and key sub-consultants. Responsible for following up on instructions and commitments associated with the project. Plans, directs, supervises and controls the execution of all business, technical fiscal and administrative functions of the assigned project. Education/Experience: Registered Engineer/Architect or Equivalent Experience; Degree: Bachelors/Masters In Engineering/Architecture or Related Field; 10-15 Yrs.	\$167.00
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	X4		SENIOR PROJECT MANAGER Overall leadership of large-scale facility development, including management of project design teams and client relations. Acts as the Company representative with the Client and selected consultants and contractors during the project execution. Negotiates changes to the scope of work with the client and key sub-consultants. Responsible for following up on instructions and commitments associated with the project. Plans, directs, supervises and controls the execution of all business, technical fiscal and administrative functions of the assigned project. Education/Experience: Registered Engineer/Architect or Equivalent Experience; Degree: Bachelors/Masters In Engineering/Architecture or Related Field; 15-20 Yrs.	\$187.04
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	T4		FIELD REPRESENTATIVE Coordinate the work of other lower-level technicians and others who assist in specific assignments. Prepares and checks working drawings or calculations of substantial complexity, or layouts and arrangements requiring independent judgment. Recommends materials or construction, coordinates work with other specialties and departments. Education/Experience: High School Diploma or Equivalent Plus Cont. Education; Degree: None Required; 15 yrs.	\$94.33
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	T5		FIELD REP-INSPECTOR SR/ DESIGNER SR. Coordinate the work of other lower-level technicians and others who assist in specific assignments. Prepares and checks working drawings or calculations of substantial complexity, or layouts and arrangements requiring independent judgment. Recommends materials or construction, coordinates work with other specialties and departments. Education/Experience: High School Diploma or Equivalent Plus Cont. Education; Degree: None Required; 15-20 yrs.	\$108.87
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299	C4		DIVISION ADMIN II. Perform various administrative duties of a difficult/complex nature. Work may involve analysis of reports with recommended actions. Responsible for developing and implementing systems and procedures for the handling and completion of work on a project. Education/Experience: High School Diploma or Equivalent Plus Cont. Education; Degree: None Required; 8-10 yrs.	\$73.58
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			RFI each	\$0.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			Calculations each	\$0.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			Submittals each	\$0.08

WHPacific

ENERGY AND COMMISSIONING SERVICES

Year Two

SIN	Order Number	Labor Category	Description	GSA Price Per Hour
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			Construction Cost Estimate each	\$0.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			Reports each	\$0.08
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			11X17 each	\$0.32
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			24X36 each	\$1.14
871-202, 871-203, 871-204, 871-205, 871-206, 871-207, 871-208, 871- 209, 871-210, 871- 299			30X40 each	\$1.67
			CD each	\$5.29



GSD/PD (Rev. 01/11)

**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor

0000074563

WHPacific, Inc.

6501 Americas Parkway NE Suite 400

Albuquerque NM 87110

Telephone No. (505) 348-5202

Price Agreement Number: 40-000-14-00062

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:

All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Natalie Martinez

Telephone No.: (505) 827-0251

Invoice:

Title: **Energy and Commissioning Services**

Term: **March 7, 2014 thru July 21, 2018**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 3/4/14

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-14-00062

Page-2

Establish a Statewide Price Agreement based on GSA Contract #GS-21F-0092U for Energy and Commissioning Services.

GSA Term:

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a Utilization Report to the Agreement Administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaed by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Ea.	Energy Commissioning Services. See attached price list for hourly rates.	

Suzana Martinez
NEW MEXICO GOVERNOR

Edwynn L. Burckle
CABINET SECRETARY
GENERAL SERVICES DEPARTMENT

Lawrence O. Maxwell
STATE PURCHASING AGENT
STATE PURCHASING DIVISION



NEW MEXICO
GENERAL SERVICES DEPARTMENT

ADMINISTRATIVE SERVICES DIVISION
(505) 827-0620
BUILDING SERVICES DIVISION
(505) 827-2348
PROPERTY CONTROL DIVISION
(505) 827-2141
PURCHASING DIVISION
(505) 827-0472
RISK MANAGEMENT DIVISION
(505) 827-0442
TRANSPORTATION SERVICES DIVISION
(505) 476-1002

MEMORANDUM

Date: February 19, 2014
Memo To: James McLane, Energy-Commissioning Services Manager
Memo From: Natalie Martinez, Executive Procurement Officer *NM*
RE: GSA based Purchase Request (GS-21F-0092U)

Please be advised the State Purchasing Agent is willing to establish a purchase request based upon your willingness to extend your GSA pricing, terms and conditions to the State of New Mexico, subject to the following requirements:

1. In accordance with 13-1-129 (AX1) NMSA 1978, all sales under this purchase request between WHPacific, Inc. and the State of New Mexico will be governed by the terms, conditions and pricing in WHPacific, Inc. Federal Supply Schedule contract GS-07F-0602N with the U.S. General Services Administration (GSA), as it may be amended or modified from time to time without further agreement by the State of New Mexico, and which will be and hereby is incorporated by reference into the purchase request. WHPacific, Inc. agrees to remit the fee of 0.75% Industrial Funding Fee to the State of New Mexico, State Purchasing Division, on a quarterly basis to offset contract administration costs.
2. Along with submitting the required fee, the vendor must also agree to supply the State of New Mexico, State Purchasing Division, with a quarterly usage report broken out, at a minimum, to the state agency and local public body level (where applicable).

If you agree to the above conditions please sign at the space provided below and fax back to (505)827-2484 or email natalie.martinez1@state.nm.us. If you have any further concerns please contact Natalie Martinez at (505)827-0251. By signing this document you are certifying that you have the authorization to bind your company.

Your immediate attention to this matter is greatly appreciated.

WHPACIFIC, INC
Company Name

02/25/2014
Date

Natalie Martinez
Signature

VP
Title

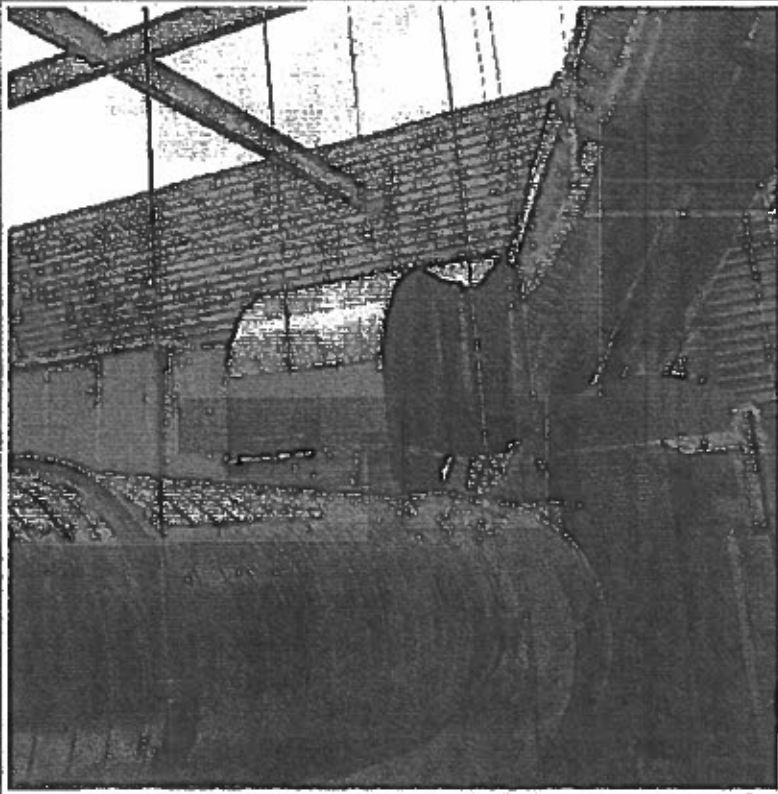
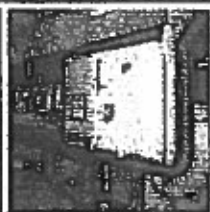
DELIVERY ADDRESS: Joseph Montoya Building Rm. 2016, 1100 St. Francis Drive, Santa Fe, New Mexico 87505

MAILING ADDRESS: P.O. Box 6850, Santa Fe, New Mexico 87302

December 26, 2013

Energy & Commissioning Services

INNOVATION
EFFICIENCY
SOLUTIONS



CONTACT:

James McLane PMP RCDD

Direct 505.348.5202

JMcLane@WHPacific.com

Contract Number: GS-21F-0092U

WHPacific

8601 American Parkway NE Ste 400

Albuquerque, New Mexico 87110

F 505.747.1294

Albuquerque

WH PACIFIC, INC.

Attention: Pamela Lentini

6501 Americas Pkway NE, Ste 400

Albuquerque, NM 87110

T: (505) 247-0294

F: (505) 242-4845

E-mail: plentini@whpacific.com

(New contact person 8/12/2016)



WHPacific

FIRM OVERVIEW

WHPacific, Inc. is a full service, multidiscipline Architectural - Engineering firm Headquartered in Anchorage, Alaska, WHPacific serves the western United States through 17 offices in Alaska, Arizona, Colorado, Idaho, New Mexico, Oregon, Texas, and Washington. Corporate-wide, WHPacific has over 400 employees and annual revenues in excess of \$67 million. For over 25 years, the WHPacific Family of Companies has provided government and private sector clientele with a wide variety of exceptional professional services. WHPacific is consistently ranked among the nation's top 500 design companies by Engineering News Record.

MISSION:

Enhancing communities through creative, exceptional Service

VALUES:

Honesty and integrity will govern our activities
Commitments made will be fulfilled
Everyone will be treated with dignity and respect

SEVEN BUSINESS LINES:

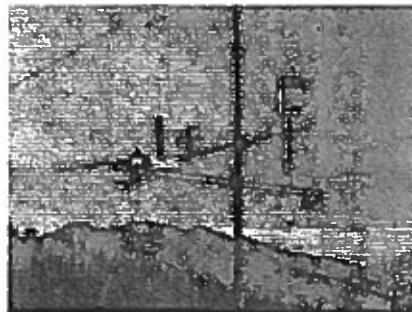
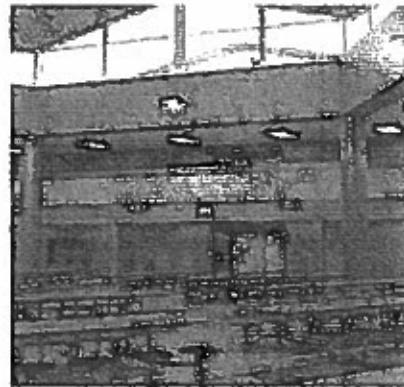
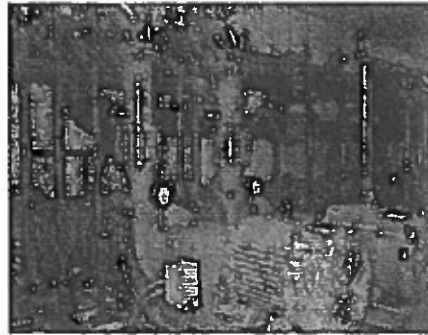
- Architecture
- Building Engineering
- Land Development
- Scanning Services
- Survey
- Transportation
- Water Resources

100% Alaska Native Owned

Owned by the NANA Development Corporation in Alaska, the business arm of NANA Regional Corporation, Inc., WHPacific is the largest Native American-owned architecture and engineering firm in the United States. NANA is one of 13 regional Native Corporations created in the early 1970s as a result of the Alaska Native Claims Settlement Act, and represents the interest of our more than 11,400 Inupiat shareholders who are descended from families living in Northwestern Alaska.

Federal Subcontracting Opportunities

Even though WHPacific is a large business, our Alaska Native Corporation ownership status allows federal prime contractors (under FAR Section 19.703) to count subcontracts to WHPacific as Small Business (SB) and Small Disadvantaged Business (SDB) under their subcontracting plans. Ultimately, prime contractors get a robust, well-qualified subcontractor and SB/SDB credit at the same time.



Office Locations:

Alaska - Anchorage, Barrow, Fairbanks
Arizona - Phoenix
California - Sacramento
Colorado - Denver
Idaho - Boise
New Mexico - Albuquerque
Oregon - Bend, Portland, Salem
Washington - Hanford, Olympia, Seattle, Sumner

Contract Number: GS-21F-0092U

Point of Contact:

James R. McLane, PMP, RCDD
Energy/Commissioning Services Manager
P: 505-348-5202

jmclane@whpacific.com

www.whpacific.com

WHPacific

COMMISSIONING

Performance according to design

Not all existing buildings were designed or constructed with life-cycle operation in mind. Even new facilities can lack the proper reliability, sustainability, efficiency, functional performance, maintenance, verification and baseline performance monitoring are project elements rarely understood. Commissioning is a quality assurance process that integrates building systems with these project elements in mind. When executed properly, commissioning ensures a facility will perform according to an owner's expectations for the life of the facility.

WHPacific provides a full range of commissioning services tailored to the needs of our clients. Our commissioning personnel are comprised of professional engineers, certified commissioning providers and LEED accredited professionals. Our commissioning team has the breadth of experience and depth of knowledge in commissioning, design, construction and facility engineering.

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Capabilities

Total Building Commissioning
New Construction
Existing Building (retro-commissioning) LEED Fundamental and Enhanced
LEED Accredited Professionals in all Disciplines
GSA Schedule (GS-21F-0092U, Energy Services)

Benefits

- Identify & resolve issues early in design and construction
- Reduce construction rework
- Reduce project punch lists
- Reduce life-cycle costs of facilities
- Reduce downtime of facilities
- Lower energy consumption
- Improve project delivery

Systems

- Mechanical Systems
- Electrical Systems
- Building Envelope
- Life Safety Systems
- Security and Access Control
- Information technology Systems

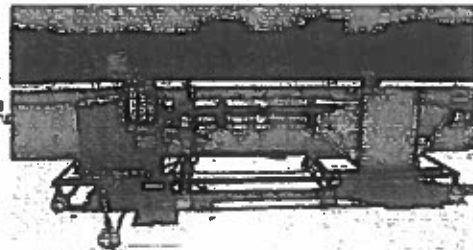
Business Applications

- Commercial
- Municipal
- Institutional
- Hospitality
- Industrial

Representative Clients

- Southwest Indian Polytechnic Institute (SIPI)
- Military Institute
- Public Schools (K-12)
- Department of Energy
- Department of Homeland Security
- Federal and State Courthouses
- United States Border Patrols
- United States Port of Entries
- Commercial Developer
- General Services Administration

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WHPacific

LEED CONSULTING

Is the synergy between design and performance
The adoption of Leadership in Energy & Environmental Design (LEED) certification requirements by many local, state and federal Government entities, as well as a significant number of leading Private sector businesses, is transforming the construction industry as we know it.

WHPacific provides LEED Consulting services for the Contactor and Owner/Design Team who seek a synergy between design and high performance. As a member of the USGBC (U.S. Green Building Council), WHPacific has LEED Accredited Professionals on staff to help Contractors or Owners/Design Teams to comply with the requirements mandated by the LEED Certification process.

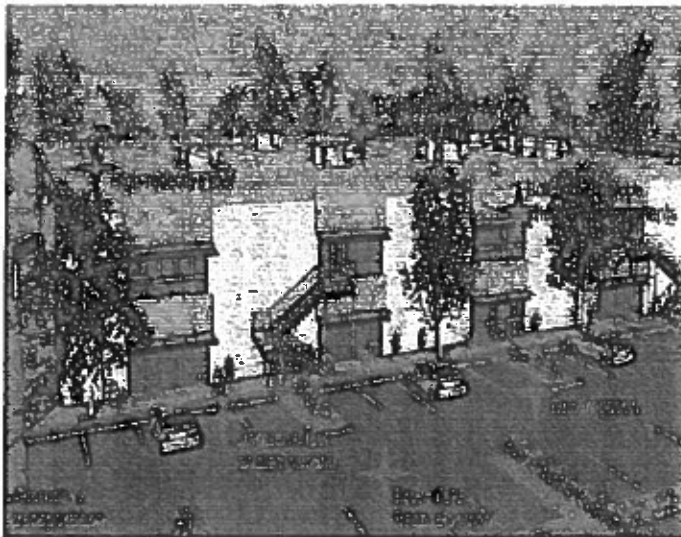
LEED offers environmental benefits, economic, community, health and safety benefits, reduces the impact on natural resources consumption, enhances occupant comfort and health, and minimizes strain on local infrastructure.

Representative Clients

- Military Institutes
- Universities
- Public Schools (K-12)
- Department of Energy
- Department of Homeland Security
- United States Border Patrols
- United States Port of Entries
- Commercial Developments

Applications

- Interpret LEED specification requirements
- Coordinate with LEED Project Administrator on behalf of Contractor
- Educate Contractor on LEED documentation required
- Submission of Contractors documentation for LEED Credit compliance



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Capabilities

- LEED Project Administration
- LEED Accredited Professionals in all Disciplines
- Team Consulting
- Pre-Design and Design Phase Services
- Construction Phase Services
- LEED Fundamental and Enhanced Commissioning
- GSA Schedule (GS-21F-0092U, Energy Services)
- Sustainable Building Tax Credit (SBTC) Services

As Contractor Consultant

- Interpret LEED specification requirements
- Coordinate with LEED Project Administrator on behalf of Contractor
- Educate Contractor on LEED documentation required
- Submission of Contractors documentation for LEED Credit compliance

As Owner/Design Team Consultant

- 1 Point for LEED Accredited Professional (1D Credit 2)
- Register LEED Project with USGBC
- Establish LEED Environmental and Energy Goals
- Develop/Review/Advise on LEED Credit Selections
- Track LEED Project Milestones
- Train team on use of LEED On-line and Credit Compliance
- Facilitate Design team discussions for LEED Synergies
- Submittal documentation for LEED Credit compliance
- Quality Assurance Review of LEED Templates
- Prepare LEED CIR (Credit Interpretation Requests)
- Design and Construction Phase Submission to USGBC
- Submittal documentation for LEED Credit compliance
- Quality Assurance Review of LEED Templates
- Prepare LEED CIR (Credit Interpretation Requests)
- Design and Construction Phase Submission to USGBC



WHPacific

ENERGY SERVICES

Facilities perform as intended

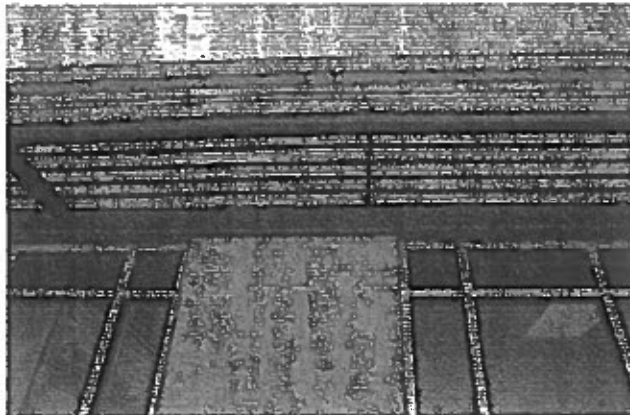
WHPacific offers a variety of services that will contribute to the success of your energy projects. We assist our clients in evaluating equipment and systems, and implementing renewable energy options. WHPacific provides resource assessments, system evaluations, feasibility studies, energy audits, assistance in planning and grant application, concept development, design, environmental assessments and permitting, economic and market evaluations, socio-political appraisals and construction management.

WHPacific has provided an array of energy audits and services. We are committed to preserving the environment through corporate and social sustainability practices.

- **Innovative Efficiency Solutions**

Over the 40 years that we have been in business, WHPacific has amassed exceptional capabilities in planning, architecture, building engineering, energy auditing / commissioning, transportation engineering, water resources engineering, environmental investigations, scanning, and surveying.

With 17 offices located nationwide, WHPacific is well staffed and well qualified to provide a full-service, multi-discipline team to deliver energy audit and commissioning services for Clients. Our services are designed to validate measures that will save energy, reduce greenhouse gases, conserve water, and reduce maintenance costs. We are capable of providing commissioning and retro-commissioning services, energy audits (Levels 1, 2, and 3), and other building assessments to help our clients ensure that their facilities are as energy-efficient as they were designed to be.



Capabilities

- Energy Consulting
- Energy Audits
- Feasibility Studies
- System Evaluations
- Building Life-cycle Cost Analysis
- Environmental and Resources Assessments
- Sustainable Planning & Energy Design
- Economic & Market Evaluations
- Assistance with Planning & Grant Applications
- Operations & Maintenance Training

Benefits

- Identify fast-payback energy retrofit opportunities
- Make well-informed decisions on capital investments in your buildings
- Identify low-cost/no-cost O&M measures that have an immediate impact
- Develop integrated capital improvement programs that coordinate energy programs with other planned improvements
- Identify & resolve issues that will help ensure energy efficiency of the facility
- Improve facility performance
- Lower energy consumption
- Reduce life-cycle costs of facilities

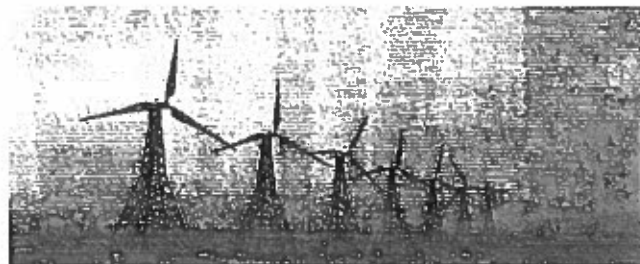
Business Applications

- Commercial
- Municipal
- Institutional
- Hospitality
- Industrial

Representative Clients

- US Department of the Interior / Bureau of Indian Affairs
- General Services Administration
- Department of Energy / NNSA
- Commercial Developer
- Public Schools (K-12)
- Higher Learning Institutions

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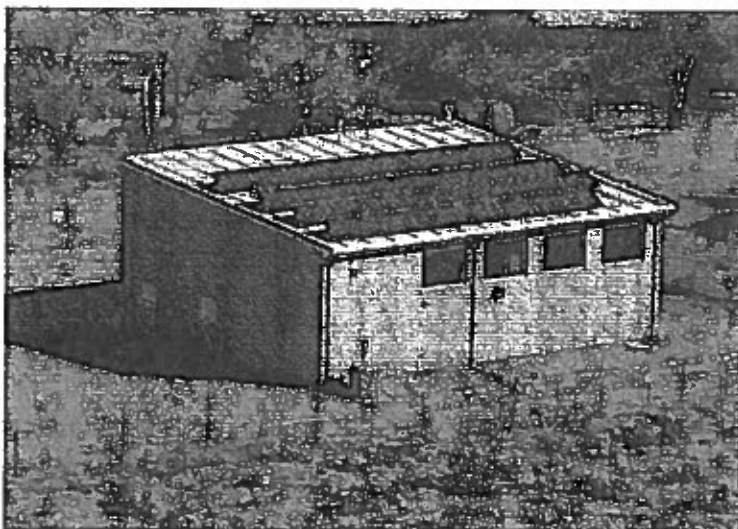
WHPacific

RENEWABLE ENERGY

Innovation Efficiency Solutions

WHPacific offers a variety of services that contribute to the success of your energy project. We assist owners, operators, developers, and public agencies in evaluating and implementing renewable energy options. We provide resources assessments, technology evaluations, feasibility studies, assistance in planning and grant application, concept development, design environmental assessments and permitting, economic and market evaluations, sociopolitical appraisals and construction management.

WHPacific is committed to preserving the environment through corporate and social sustainability practices and is a member of the US Green Building Council. We understand that when it comes to implementing renewable energy technology, communities are as important as engineering. Our holistic approach to planning and design emphasizes the ultimate goal of building better communities by including local residents and stakeholders



Capabilities

- Project Management
- Site Evaluations
- Feasibility Studies & Cost Scenarios
- Literature Review, Professional Consultation & Technical Editing
- GIS Mapping
- Government Regulations & Incentives
- O&M Cost Reduction
- GSA Schedule (GS-21F-0092U, Energy Services)

Benefits

- Predictable, constant, and fixed cost
- Hedge against market fluctuations
- No/Minimal green house gas emissions
- Minimal risk of fuel spills and environmental contamination

Systems

- Solar Power Systems
- Wind Energy
- Intertie Assessment
- Ground Source Heat Pump Systems and Geothermal Power Systems
- Biomass
- Hydroelectric Systems

Business Applications

- Commercial
- Municipal

Representative Clients

- US Department of the Interior/Bureau of Indian Affairs
- Public Schools (K-12)
- Department of Energy
- Department of Homeland Security
- Federal and State Courthouses
- United States Border Patrols
- United States Ports of Entry
- Commercial Developers
- General Services Administration

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**WHPACIFIC, INC. – Innovation
Efficiency
Solutions**

SCHEDULE TITLE: 6FEC-E6-030292-B, Refresh #8, dated July 22, 2008

Contract Number: GS-21F-0092U

Contract Performance Period: August 1, 2013 – July 31, 2018

**CONTRACTOR'S NAME, ADDRESS, TELEPHONE AND FAX NUMBER; EMAIL AND/OR
WEB SITE ADDRESS:**

WHPacific, Inc.
6501 America's Parkway, NE, Suite 400
Albuquerque, NM 87110
Telephone: 505-348-5202
Fax: 505-242-4845

Email: jmclane@whpacific.com
Web Site: www.whpacific.com

CONTRACTOR'S ADMINISTRATION SOURCE: James R. McLane,
Energy-Commissioning Services
Manager
(D) 505-348-5202
(F) 505-242-4845

BUSINESS SIZE: Large

INFORMATION FOR ORDERING ACTIVITIES:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN's):

871-202 - Energy Management Planning and Strategies- A four-phase Comprehensive Energy Management Solution consisting of all four phases of an energy project and could pertain to a variety of energy projects that include, but are not limited to, renewable energy, sustainable energy, and energy efficient buildings certification programs such as LEED.

- 1. Consulting/Auditing/Energy Management Solutions** - This includes the strategic planning, energy assessments e.g. feasibility, vulnerability and other detailed assessments, developing and executing of energy audits, audit plans and energy management solutions.
- 2. Concept Development and Requirements Analysis** - This includes the analysis of the audit results and outlined requirements to design a detailed energy management project concept.
- 3. Implementation and Change Management** - This includes the implementation and integration of more energy efficient practices and systems and training in using them effectively.
- 4. Measurement and Verification** - This includes the performance assessment and measurement of the effectiveness and energy efficiency of the project and can include long term monitoring, verification of savings and benchmarking.