



## **REQUEST FOR PROPOSAL (RFP)**

**RFP2016-17**

**For Guaranteed Energy Cost Savings Contract For**

**The University of North Alabama**

***Release Date: May 3, 2016***

***Close Date: June 10, 2016***

## **ENERGY PERFORMANCE CONTRACTING PROJECT**

Issued by: ***The University of North Alabama***

### **Section 1 - Introduction**

The University of North Alabama (UNA) is seeking specific proposals from interested Energy Services Companies (ESCOs) which are capable of providing comprehensive energy management and energy-related capital improvement services as they relate to the project described in this RFP.

#### **1.1 Project Overview**

The University of North Alabama (“UNA”) is seeking to complete an energy reduction initiative through the replacement of existing lighting systems with energy efficient modular LED lighting systems in the student parking deck and Flowers Hall Gymnasium (hereinafter the “Project”). With respect to the Student Parking Deck, the system shall be flexible such that up to four LED arrays can be added to fixtures as needed to increase lumen output without fixture replacement and fixtures shall allow for field calibration to control drive current and energy consumption. Fixtures will also accommodate motion response technology. In Flowers Hall, fixtures will meet NCAA Regional Broadcast Lighting Standards for Basketball and Volleyball and include an integrated electronic control system. Proposals shall use proven LED technology and methods to reduce annual electricity use by a minimum of 70% and provide a positive return on investment within a six year minimum payback period. The project should be revenue neutral over the contract term and pay for itself out of guaranteed and documented energy and operating savings. Cut sheets for all proposed LED fixtures must be submitted with the response.

UNA is interested in contracting for energy services and energy-related capital improvements designed to reduce energy and related costs at its facility(s) within the framework of the allowable 20-year contract term and must comply with the statutory provisions for available financing as contained in the Code of Alabama 1975 as amended. UNA is committed to efficient utilization of its resources. One component of this commitment is the reduction of energy consumption, where possible. These services and improvements are to be delivered on a performance contracting basis which may allow UNA to: a) incur no initial capital cost, b) achieve significant long term savings which are measured and verified, c) obtain an annual savings guarantee which will be equal to or greater than the total annual project costs, d) obtain consistent levels of occupant comfort and system functionality, e) capture environmental benefits such as hazardous material disposal, and f) finance the project through an installment payment or a lease-purchase arrangement over an extended contract term. Respondents should provide a graphical payback analysis, financial summary and a sample performance guarantee in the response.

UNA owns and/or operates its student parking deck and the Flower’s Hall Gymnasium and, through this Project, intends to replace lighting components with efficient lighting technology for energy and operational savings. Therefore ESCOs are encouraged to structure a project which provides the greatest possible energy, and operation and maintenance (O&M) savings

and the most beneficial project scope for UNA and these two facilities.

Responses must conform to the procedures, format, and content requirements outlined in this document. Significant deviations may be grounds for disqualification. Responses from a respondent's submittal will not be corrected for any irregularities, grammatical, typographical other errors. All responses submitted will be considered final.

## **1.2 General Guidance**

For project savings and cash flow demonstration purposes, the allowable rates of escalation and tax- exempt interest rate to be used in the proposal are detailed in Section 7.10 of this RFP.

Any stipulated energy and/or operational cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by UNA.

## **1.3 Required Capabilities**

The ESCO must have the demonstrated technical and managerial capabilities to provide a comprehensive set of energy services including, but not limited to, an investment grade audit, design, acquisition, installation, training and commissioning of new and/or existing energy systems as well as project monitoring and savings measurement and verification. Additional services may include operation and maintenance for all improvements and/or training of UNA's staff on routine maintenance and operation of systems. Monitoring and verification services shall include appropriate measurement and timely reporting of the performance and savings from the project selected.

## **1.4 Overview of Terms and Conditions**

**Contract Term:** No contract shall exceed 20 years in duration and may be subject to annual appropriations. The duration of the contract will be mutually determined between the ESCO and the UNA based on authorizing legislation, final project scope, and financial factors.

**Guarantee:** The project must result in a guaranteed minimum annual energy, and O&M savings, as well as defined levels of occupant comfort, maintenance, monitoring, training or other services. The goal of this project is to achieve savings sufficient to cover all project costs including lease or installment payments and fees for maintenance, monitoring, training and other services, on an annual basis for the duration of the contract term.

**Financial Review:** Detailed financial projections of project benefits are dependent upon the scope of technical measures finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of the investment grade energy audit and negotiation of the project structure.

## **SECTION 2 - PROPOSAL REQUIREMENTS AND SCHEDULE**

The evaluation and selection of an ESCO, and the negotiation and procurement of services will proceed as follows:

### **2.1 - Proposal Preparation and Submission**

Prospective Contractors are instructed to deliver 5 complete copies (which should include 1 original, marked as such) and 1 DIGITAL copy (1 flash drive) of the proposal (only one Disclosure Statement is required), enclosed in one sealed box or other package, in a manner that assures receipt by the closing date. Packages must be sealed and should designate the proposal number prominently on the outer package: "RFP 2016-17."

All proposals MUST include completed **Disclosure Form (Attachment C)** and Signatures for compliance with Alabama Laws specifically addressed in **Attachment D**.

Mailing Address: University of North Alabama  
Office of Procurement RFP 2016-17  
UNA Box 5025  
One Harrison Plaza  
Florence, AL 35632-0001

All proposals must be received in the Office of Procurement, Room 126 of Bibb Graves, by the scheduled deadline. The RFP opening is public, but will only announce the names of the Vendors who submitted a proposal. It is the Vendors' responsibility to ensure timely delivery of proposal.

Proposals may be withdrawn or amended at any time prior to the closing date and time.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities and strategies to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. The University shall not be liable for any costs incurred in the preparation and presentation of proposals.

Proposal responses should be submitted in the same order as requested in the Mandatory Responses Section of this RFP. Vendors are encouraged to submit additional information pertinent to this RFP or alternate options not necessarily requested within this RFP; however, elaborate brochures and other promotional materials are not necessary and are therefore discouraged.

Ownership of all data, materials and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with the Alabama Freedom of Information Act. Trade secrets or proprietary information submitted by the Vendor shall not be subject to public disclosure

under the Alabama Freedom of Information Act. Any confidential or proprietary data must be clearly marked as such.

By submitting a proposal, the Vendor agrees to be governed by the terms and conditions set forth in this Request for Proposals (RFP). Any exceptions to the specifications or the Agreement terms and conditions presented or contained herein must be clearly identified in the Vendor's proposal. The University reserves the right to accept or reject any and all proposals or any portions thereof.

Each Vendor submitting a proposal shall fully acquaint themselves with conditions relating to scope and restrictions attending the execution of the work under this RFP. The failure or omission of a vendor to acquaint himself with the existing conditions shall in no way relieve themselves of any obligation with respect to this RFP or the contract.

Verbal communication shall have no force or effect on terms, conditions, and specifications as outlined in this RFP. The Pre-RFP Conference is scheduled to answer questions about the RFP criteria and process. RFP change requests should follow strict adherence to the Proposal Schedule. Any approved changes will be communicated via an addendum to the RFP.

## **2.2 - Evaluation and Award**

The service to be provided is not required to be let via formal bid; therefore this is a request for proposals and will not be evaluated pursuant to a strict bid process. The University has the discretion to evaluate the qualitative as well as financial aspects of each proposal and make its selection based on what it considers to be in the best interest of the University as a whole. The award and selection of the Vendor is solely within the discretion of the University. However all decisions will be made public as evidence of a fair and equitable process of selection.

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University and/or be invited to meet with University officials for clarification and questions. The University will schedule the time and location for these presentations. Oral presentations are an option for the University and may or may not be conducted.

After proposals have been reviewed, visits may be made to selected institutions under contract with the proposing Vendor (s) to assist the University in its final choice of Vendor.

Additional information may be requested while after the close date and while proposals are under consideration.

The successful Vendor will be notified through an Award Letter of Intent to begin final contract negotiations.

### **2.3 - RFP Schedule**

<i>Release of RFP</i>	<i>May 3, 2016</i>
<i>Pre-Proposal Conference</i>	<i>May 11, 2016/2:00PM CST (Procurement Office, BG126) (Open Discussion Session / Tour)</i>
<i>Last Date for Questions</i>	<i>May 17, 2016 (by COB)</i>
<i>Proposals Due</i>	<i>June 10, 2016/ 2:00PM CDT (Procurement Office, BG126)</i>
<i>Interviews/ Presentations</i>	<i>June 13 – June 17, 2016**</i>
<i>Award Letter of Intent</i>	<i>June 21, 2016**</i>
<i>Guaranteed Energy Savings Contract</i>	<i>June 28, 2016**</i>

\*\*Please Note: All dates noted AFTER the Proposal Due Date noted within this schedule are subject to change. In the event that the schedule does change, all bidders will be notified by addendum, which will become part of the RFP document. Verbal communication shall have no force or effect on terms, conditions, and specifications as outlined in this RFP. The Pre-RFP Conference is scheduled to familiarize vendors with the proposed project and answer questions about the RFP criteria and process. RFP change requests should follow strict adherence to the Proposal Schedule. Any approved changes will be communicated via an addendum to the RFP.

Proposals received after the due date and time will not be considered. Modifications received after the due date will not be considered. No responsibility shall be attached to UNA for the premature opening of Proposals not properly addressed and identified, and/or delivered to the wrong office. The original and copies of the proposal shall be indexed with tabs for clarity.

### **2.4 Site Visits**

Prior to the submission of proposals and upon request, UNA will arrange a walk-through inspection tour of the buildings described in this RFP. Knowledgeable representatives will be available to answer questions about the operation of the facilities. All ESCOs are encouraged to carefully review the facility profile information contained in Attachment A of this RFP and to visit the facility in order to enhance their understanding of existing building conditions and opportunities. To make arrangements for a walk-through inspection tour, please contact the following person by May 17, 2016:

**Name: Michael Gautney**  
**Phone Number: 256-765-4354**  
**E-mail: mbgautney@una.edu**

## **2.5 - Submission of Written Proposals**

ESCO's interested in providing the services requested, must respond in writing by the date specified above. All submissions become the property of UNA and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

## **2.6 - Proposal Review and Selection of Finalists**

UNA will establish a Project Evaluation Team to review and evaluate the ESCOs written responses to this RFP in accordance with the evaluation criteria identified in Section 4 of this document. The Project Evaluation Team will check client references which will also be evaluated. UNA intends to select no more than three (3) ESCOs as finalists.

UNA reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of UNA to do so.

## **2.7 ESCO Interviews and Ranking**

Each of the finalist ESCOs will participate in a detailed oral interview to answer questions from the Project Evaluation Team and more fully discuss how its approach to this project satisfies the evaluation criteria. All persons with major responsibility for the project's technical design, management and contract negotiation should be present at the interview, however, no more than four people may attend on behalf of an ESCO. Each oral interview may be recorded. Based on results from the written responses to the RFP, client reference responses, and the oral interviews, the Project Evaluation Team will rank the finalist ESCOs. Contract negotiations will proceed with the top-ranked ESCO.

## **2.8 - Development of Energy Audit Agreement**

UNA intends to negotiate a contract for the investment grade audit. If an acceptable technical energy audit agreement cannot be negotiated within 30 days from the date of ESCO selection, negotiations with the next-ranked ESCO may be initiated.

## **2.9 - Development of Energy Services Agreement**

After completion and acceptance of the investment grade audit, UNA intends to negotiate an Energy Services Agreement (ESA). If an acceptable ESA cannot be negotiated within 30 days from the date of acceptance of the detailed energy audit, negotiations with the next-ranked ESCO may be initiated.

## **2.10 Reservation of University Rights**

Award of a contract for this Project is subject to the availability of funding and will be made to the submitter most qualified for the Project in the sole opinion of UNA.

UNA reserves the right to request clarification of information submitted and to request additional information from any or all proposers.

UNA reserves the right to negotiate the Agreement/Contract for the Project with the next most qualified proposer if the proposer selected does not agree to the terms of and execute an Agreement/Contract within fifteen (15) days after submission of an Agreement to such proposer by UNA. UNA reserves the right to negotiate all elements of Project work that comprise the selected proposal.

UNA reserves the right, after opening the proposals, or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in UNA's sole judgment, is in its best interest.

UNA reserves the right to terminate the Agreement/Contract if the Consultant/Contractor fails to begin to perform the Project work described herein within ten (10) days after UNA provides the Consultant/Contractor with a written notice to proceed.

### **3 – PROPOSED SCOPE OF PROJECT WORK**

#### **3.1 GENERAL INFORMATION**

The successful proposer will provide readily available key staff and technical expertise to UNA for the Project. All Project components are to fit within the original space allocated for this equipment on UNA's property.

#### **3.2 UNA PROPOSED SCOPE OF PROJECT WORK**

##### **Lighting Replacement**

For the above outlined Project, the successful vendor will:

- **Identify Project Opportunities** to replace existing lighting systems with efficient lighting technology. Finalize scope of Project work with Owner.
- **Perform Project Assessment** of the existing facilities with regard to lighting types, quantities, and electrical systems presently in use and record details of same for analysis and as a basis for design.
- **Develop Project Implementation Program.** Prepare replacement program documents describing processes in compliance with applicable codes and ordinances of the State of Alabama, The Alabama Building Commission, and City of Florence, Alabama. The contract award and notice to proceed with the installation is contingent upon the ESCO's ability to produce adequate design drawing that must be approved by the Alabama Building Commission prior to construction in accordance with the guidelines of the Alabama Building Commission and in accordance with §41-16-142, and §41-16-143 Code of Alabama.



- **Prepare an Energy Reduction Plan** that measures Project energy savings, in both energy units and financial cost savings.
- **Provide Project Implementation Costs**, including a breakdown of equipment/material and labor to assist UNA in reviewing proposals.
- **Insure that the Guaranteed Energy Cost Savings Contract** includes the guarantee that the energy cost savings and/or the Operational Cost Savings will equal or exceed the cost of the Energy Cost Savings Measures within the lesser of the average useful life of the Energy Cost Savings Measures or 20 years; requires the Qualified Provider to pay this Governmental Unit any shortfall of Guaranteed Energy Cost Savings or Operational Cost Savings on an annual basis; and to provide payment and performance bonds to cover the installation of the Energy Cost Savings Measures and/or the value of the guaranteed energy cost savings on the contract, if required and that the payment terms of the Guaranteed Energy Cost Savings Contract comply with all requirements of applicable state law including Alabama Constitution Section 213 as amended by Amendment 26.
- **Implement Project Program.** Coordinate work flow with UNA. Submit Applications for Payment during construction to UNA.
- **Provide Training** to employees designated by UNA for Project operation and maintenance.
- **Deliver warranties** and closeout documents to UNA at Project completion.

### **3.3 UNA PROPOSED SPECIFICATIONS FOR DESCRIBED WORK**

A respondent's submittal will be qualified with respect to the specifications listed below:

#### **Parking Deck:**

- (a) All new modular LED light fixtures that are field expandable to up to four LED arrays. Fixtures should be expandable from 38 watts to 137 watts. Drive current should be field adjustable to 350mA, 410mA, 530mA or 700mA.
- (b) Meet or exceed recommended IES RP20 levels for public parking structures. Light levels shall act as passive security, and work in the presence of existing security equipment.
- (c) Fixtures must be Designlights Consortium® Qualified, provide minimum color temp of 4000K and minimum CRI of 75.
- (d) Meet or exceed industry standards/best practices for parking garage lighting.
  - i. Uniformity
  - ii. Entry/exits
  - iii. Stair towers
  - iv. Way-finding
  - v. Americans with Disability Act (ADA) compliance
  - vi. General Level of Service (LOS)

(e) Reduction and cost avoidance of electricity usage by a minimum of 70% annual usage savings.

(f) Fixture Requirements

- i. Fixture shall be modular in design and use 1 to 4 LED arrays in order to accommodate the various areas of the garage structure and establish a basis of design.
- ii. Fixtures shall be field adjustable between 38W and 72W and incorporate motion sensors to maximize energy savings.
- iii. Motion Response on/off, on/dim and delay periods shall be field programmable and remote controls should be provided to allow for re-programming.
- iv. Fixture shall be compatible with a radio frequency control system and offer seamless future adoption of wireless controls and daylight harvesting if desired.
- v. Minimum IP rating of IP66.
- vi. Predicted Lumen Depreciation Data.
  - (a) 97% Lumen Maintenance @60,000 hours.
  - (b) Ambient Operating Temperature up to 40deg C.
- vii. Design shall use existing fixture locations so as to avoid excessive installation costs.
- viii. Warranty
  - (a) Manufacturer's warranty for all components in new LED lighting system shall extend a minimum of 5 years. Warranty shall include labor cost of replacements.
  - (b) Owner's periodic operations and maintenance ability shall not "null and void" the warranty.
  - (c) Minimum of two visits by the manufacturer to audit fixtures and system components to assure adequate performance and a reduction in energy usage. These visits shall occur at six months and one year after final completion. Performance metrics will be based on the following:
    - a. Installed system achieving a 50% reduction in annual electricity usage.
    - b. ROI is tracking on target with anticipated maximum eight-year payback.
    - c. Numbers of fixtures that fail during the first year are within the manufacturer's documented expectation.
    - d. Light output is within 5% of proposed design.

(g) Long-term Product Reliability

- i. Provide references.
  - ii. High level of customer satisfaction.
- (h) Operations
  - i. Operator controlled "ON-OFF"
  - ii. Motion Response built into fixtures.
  - iii. Field programmable on/off, on/dim utilizing remote control.
  - iv. Hardware/Software provided & ready-to-go by manufacturer.
  - v. Drive current can be manually adjusted in the field to 350, 450, 550 or 700mA.
- (i) Complete Close-out Documents
  - i. As-builts
  - ii. Operations and Maintenance manual
- (j) Respondent will execute and manage the project and is licensed to operate in Alabama as a General Contractor
  - i. Ability to have financial, bonding, and insurance capable of supporting at least the total project cost.
- (k) Aesthetics: Looks architecturally and aesthetically appealing both in appearance and glare.

**Flowers Hall:**

- (l) All new LED light fixtures that deliver a minimum of NCAA Regional Broadcast Lighting standards in both vertical and horizontal footcandles, CRI and Color Temperature.
- (m) Fixtures must be Designlights Consortium® Qualified and RoHS compliant.
- (n) Meet or exceed industry standards/best practices for gymnasium lighting.
  - i. Uniformity
  - ii. Entry/exits
  - iii. Stair towers
  - iv. Way-finding
  - v. Americans with Disability Act (ADA) compliance
  - vi. General Level of Service (LOS)
- (o) Reduction and cost avoidance of electricity usage by a minimum of 70% annual usage savings.
- (p) Fixture Requirements
  - i. Fixture shall be pendant mounted with die-cast aluminum housing and tempered glass lens to prevent glare.

- ii. Fixtures shall be dimmable and integrated with electronic control system.
- iii. LED light engines and drivers must be field-replaceable.
- iv. Minimum IP rating of IP65.
- v. Minimum Efficacy of 113 lumens/watt.
- vi. Predicted Lumen Depreciation Data.
  - (a) 70% Lumen Maintenance @ 100,000 hours.
  - (b) Ambient Operating Temperature up to 45 deg C.
- vii. Design shall use existing fixture locations so as to avoid excessive installation costs.
- viii. Warranty
  - (a) Manufacturer's warranty for all components in new LED lighting system shall extend a minimum of 5 years. Warranty shall include labor cost of replacements.
  - (b) Owner's periodic operations and maintenance ability shall not "null and void" the warranty.
  - (c) Minimum of two visits by the manufacturer to audit fixtures and system components to assure adequate performance and a reduction in energy usage. These visits shall occur at six months and one year after final completion. Performance metrics will be based on the following:
    - a. Installed system achieving a 70% reduction in annual electricity usage.
    - b. ROI is tracking on target with anticipated maximum eight-year payback.
    - c. Numbers of fixtures that fail during the first year are within the manufacturer's documented expectation.
    - d. Light output is within 5% of proposed design.
- (q) Long-term Product Reliability
  - i. Provide references.
  - ii. High level of customer satisfaction.
- (r) Operations
  - i. Control system with three multi button user interface control panels that allow lights to be pre-configured and controlled for on/off/dim in multiple zones.
  - ii. Control system is to be field commissioned.
  - iii. Hardware/Software provided & ready-to-go by manufacturer.
- (s) Complete Close-out Documents

- i. As-builts
  - ii. Operations and Maintenance manual
- (t) Respondent will execute and manage the project and is licensed to operate in Alabama as a General Contractor
  - i. Ability to have financial, bonding, and insurance capable of supporting at least the total project cost.
- (u) Aesthetics: Looks architecturally and aesthetically appealing both in appearance and glare.

### **3.4 OTHER REQUIREMENTS**

Please provide some demonstration of the proposed solutions. The following scope of work is requested in order to provide the required information in the RFP:

- (a) Prepare formalized photometric details of the proposed LED fixture used in your Firm's design demonstrating technical competency and compliance with the expectations in this RFP. Photometrics must be based upon new LED light fixtures.
  - i. Clearly demonstrate the variable features consistent with the expectations in this RFP.
  - ii. Light levels shall be verifiable in accordance with IESNA standards for measurements.
- (b) Perform an electrical energy cost analysis based on existing and proposed conditions. Respondents must show a minimum of 70% annual electricity usage savings compared to current lighting electricity usage.
- (c) Perform a Return-On-Investment (ROI) analysis and state the ROI in years for the fixture used in the layout.
- (d) Develop a project timeline using automated project management software showing the following milestone components, but not limited to:
  - i. Engineering
  - ii. Shop drawing approval
  - iii. Product fabrication
  - iv. Delivery
  - v. Installation
  - vi. Testing, Commissioning, Training
  - vii. Closeout Documents
  - viii. Acceptance
- (e) Provide Bill of Materials.

The successful proposer must be willing and able to execute a contract with UNA which includes a written guarantee of the proposer that either the Project energy or operational cost savings, or both, will meet or exceed the costs of the energy cost savings measures within 6 years. The successful proposer will be required to reimburse the governmental unit for any shortfall of guaranteed energy cost savings on an annual basis. The contract may provide for payments over a period of time, not to exceed the lesser of 10 years or the average useful life of the energy cost savings measures.

## **4 - EVALUATION CRITERIA**

Evaluation of Proposals: Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals, client references, and responses of the ESCOs during oral interviews, as appropriate. The criteria have been weighted using the letters A and B as indicators: A=Most Significant and B=Significant. These criteria will be applied and interpreted solely at the discretion of UNA.

### **Experience**

- A Qualifications and experience of ESCO's personnel with guaranteed energy savings contracts.
- A Reliability of equipment performance on past projects.
- A Quality and completeness of past project documentation.

### **Project Management**

- A Clear assignment of responsibility for various project tasks to specific individuals.
- A Ability to effectively manage project construction and complete the project on schedule. B  
Quality of approach to operations and maintenance.
- B Quality of monitoring, maintenance, and measurement and verification services on past projects. B  
Clarity, organization and level of detail in written proposal.
- B Quality of communication skills of the ESCO's representatives at the oral interview.

### **Technical Approach**

- A Quality of technical approach, including methods of analysis and understanding of existing building systems and conditions.
- A Quality of the sample investment grade technical energy audit.
- B. Quality of proposed training for facility staff. A  
Quality of baseline energy calculations.
- B Quality of approach to savings measurement and verification. B  
Quality of sample design documentation.
- A Quality of approach to project commissioning.

### **Financial**

- A Financial soundness and stability of the ESCO.

- B Demonstrated ability to provide or arrange project financing. B Reasonableness of audit costs.
- B Reasonableness of Preliminary Cash Flow Analysis.
- B Attractiveness of ESCO's Guarantee.

## 5 - CONTRACT TERMS AND CONDITIONS

The minimum contract terms and conditions UNA will accept from the selected ESCO include:

### 5.1 Technical Requirements

**Investment Grade Energy Audit.** The selected ESCO must perform and present the results from a detailed investment grade energy audit of acceptable quality to UNA. The proposed audit terms and conditions are specified in the Proposed Energy Audit Agreement located in Attachment B. If UNA decides not to enter into a contract after the audit has been accepted, UNA agrees to pay the cost of the audit as stated in the audit agreement, provided that the proposed contract terms offered by the ESCO meet all the conditions set forth in the audit agreement and this RFP.

**Standards of Comfort and Service.** The ESCO will be responsible for maintaining the levels of comfort and service for each building as specified in the ESA.

**Professional Engineer Involvement.** A registered professional engineer must, at a minimum, review and approve design work done under this contract. All projects done under this contract must comply with the currently accepted codes, standards and regulations of the Alabama Building Commission and must be submitted for review/approval by the Alabama Building Commission.

**Guaranteed Savings.** UNA requires a minimum **annual** guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing UNA the amount of any shortfall. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years.

**Construction Management.** The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require UNA to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be detailed in the ESA.

**O & M Manuals.** At least **(3)** operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of UNA.

**As-Built Drawings.** Where applicable, ESCO must provide mylar, reproducible "as-built" and

record drawings (or such electronic equivalents as may be agreed to with UNA) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed project installation. Two hardcopy review sets are required as well as electronic drawings in Autocad as applicable.

**Follow-up Maintenance, Monitoring and Training Services.** The ESCO will be responsible for maintaining and monitoring the measures to ensure optimal performance as well as for ongoing training, however, UNA has the option to negotiate the scope of service needed.

**UNA Energy Improvement Projects.** UNA reserves the right to make energy and/or water improvements to the facility and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.

## **5.2 Minimum Contract Provisions**

**Proposal Submissions.** The contents of the ESCO's RFP submission will become part of any final agreement between UNA and the ESCO.

**Project Schedule.** The ESCO must provide a final schedule of project milestones including construction, equipment-service and preventive maintenance provisions that will become part of any final contract. In the event any milestone or service provision is not met as scheduled, without prior approval from UNA, UNA reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

**UNA Inspection.** UNA retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. UNA will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation. UNA shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of the agreement. Records shall be kept on file in legible form and retained for a minimum of three years after close-out.

**Final Approval of UNA.** UNA retains final approval over the scope of work and all end-use conditions.

**Ownership of Drawings, Reports and Materials.** All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of UNA and will be delivered to UNA as needed, requested or upon completion of construction.

**Compliance.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all UNA regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.



**Handling of Hazardous Materials.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all UNA rules relative to the premises.

**Methodology to Adjust for Material Changes.** The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

**Subcontractor Approval.** UNA retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names and qualifications of subcontractors must be submitted at least **(two)** weeks in advance of subcontractor scheduled start date.

**Price Disclosure.** The ESCO may be required to fully disclose all costs and fees associated with this project including audit, design, engineering, equipment, installation, financing, commissioning, monitoring, overhead, profit, etc.

**Bonding Requirements.** Performance and Payment bonds will be required for the amount of the contract as required by the Laws of the State of Alabama.

**Insurance Requirements.** Prior to the commencement of work, the ESCO must provide evidence of insurance for both the construction and operations phases of the project. The following minimum requirements for insurance must be provided:

(a) worker's compensation insurance, with statutory limits as required by Applicable Law, with respect to the employees of each Subcontractor involved with the Project;

(b) employer's liability insurance, for employee bodily injuries and deaths, with a limit of \$1,000,000 per accident;

(c) commercial general liability insurance, covering claims for bodily injury, death and property damage, including Site and operations, independent contractors, products, services and completed operations (as applicable to the Project), personal injury, contractual, and broad-form property damage liability coverage, with occurrence limits as follows: \$1,000,000 for bodily injury, death and property damage; \$1,000,000 for products and completed operations; and \$2,000,000 combined aggregate; and

(d) commercial automobile liability insurance with a minimum limit of \$1,000,000 combined single limit insuring all owned, non-owned, hired and leased vehicles.

**Annual Reconciliation.** Project savings will be verified and reconciled on an annual basis. ESCO will provide timely monthly savings reports to UNA, unless otherwise agreed to by the parties.

**Contract Term.** No contract shall exceed **20** years in duration and may be subject to annual appropriations. All projects undertaken must complete the required pay-back period within the

term of the contract.

**Dispute Resolution.** The contract will contain an Alternative Dispute Resolution provision.

## **6 – ESCO PROFILE AND QUALIFICATIONS FORM**

Each ESCO is required to fully answer all questions in each category listed below. Provide responses on 8½ " x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 10 point. All pages in your response should be numbered sequentially. ESCOs must also include a table of contents which indicates the section and page numbers corresponding to the information included.

**All questions must be addressed by the ESCO in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by UNA as grounds to find the ESCO ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.**

**6.1 Firm Name** \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

County \_\_\_\_\_ Zip Code \_\_\_\_\_

Email \_\_\_\_\_ Fax# \_\_\_\_\_

**6.2. Names and Titles of Two Contact People**

1) \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

2) \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

**6.3 Submittal is for:**

- Parent Company (List any Division or Branch Offices to be involved in this project)
- Division (attach separate list if more than one is to be included)
- Subsidiary
- Branch Office

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

**6.4 Type of Firm:**

- Corporation
- Partnership
- Sole Ownership
- Joint Venture

**6.5 Federal Employer Identification Number \_\_\_\_\_**

**6.6 Year Firm was Established \_\_\_\_\_**

**6.7 Name and Address of Parent Company, if applicable: \_\_\_\_\_**

**6.8 Five Year Summary of Contract Values for Energy Performance Contracting Projects where your firm was the prime contractor with a first party written savings guarantee to the institution: (Note: If you are a branch office of a larger firm, indicate only those contract values associated with that specific branch.)**

2015: \$ \_\_\_\_\_ (to date)      2014: \$ \_\_\_\_\_      2013: \$ \_\_\_\_\_  
2012: \$ \_\_\_\_\_      2011: \$ \_\_\_\_\_

**6.9 Corporate Background/Historical Data**

- a. How many years has your firm been in business under its present business name? \_\_\_\_\_ Years
- b. Please identify all states in which your firm is legally qualified to do business. \_\_\_\_  
\_\_\_\_\_
- c. Indicate all other names by which your organization has been known and the length of time known by each name. \_\_\_\_\_
- d. How many years has your firm been involved in energy-related business? \_\_\_\_\_ Years
- e. Certify that your company does not owe the state of Alabama any taxes.
- f. Certify that your company is not currently under suspension or debarment by the state of Alabama, any other state, or the federal government.
- g. Identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation.
- h. Indicate your firm's current annual gross revenue.

## 6.10 Technical Qualifications And Personnel Information

a. Indicate the number of all guaranteed energy savings contracting projects currently under contract with your firm. Limit your response to ONLY those projects that have been managed directly by the **specific branch, division, office, or any individual** in such branch, division or office who will be specifically assigned to this project. Indicate the installed project cost value, and identify all projects currently in repayment. Attach additional sheets as necessary.

b. Using the format provided below, briefly describe the relevant experience, qualifications and educational background for **ONLY** those **PRIMARY** team members (no more than 10 individuals) **who will directly be working on this project. Do not include individual resumes.**

Name of Project Team Member:	
Current Job Title: Job responsibilities: Number of years with ESCO: Primary Office Location:	
Employment History Company Name: Primary job responsibilities: Number of years with firm:	
Educational Background List all academic degrees, certifications, professional affiliations, relevant publications and training.	
List all energy performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of project costs.	

Describe the specific role and responsibilities this individual had for each listed project.	
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

c. Submit an organizational chart that clearly identifies the roles and relationships of all key team members. Indicate **ONLY** those individuals who will play a **DIRECT** role in this project.

d. Indicate if your firm is accredited by the National Association of Energy Service Companies (NAESCO). ESCOs are not required to be accredited by NAESCO. All NAESCO accredited ESCOs may receive additional points

### **6.11 FINANCIAL REFERENCES**

- a. Provide a copy of your firm's most recent annual report. Provide a Balance Sheet and Cash Flow statement not more than fifteen (15) months old.
- b. Please provide the name, address, and the telephone number of the firm(s) that prepared the Financial Statements.
- c. Please enclose banking references including financial UNA, address, contact person, telephone number, and specific information on your firm's credit that may be used to fund construction for large- scale projects.
- d. Enclose bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability.

### **6.12 Energy Performance Contracting Project History And Client References**

Using the form on the following page (section 6.14), list at least 3 energy performance contracting projects in repayment by and currently under contract with your firm. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office who will be specifically assigned to this project. Attach additional sheets as necessary. Please put an asterisk by those project references involving projects with measures and buildings similar to those proposed for this project.

### **6-13 Invoked Savings Guarantees.**

- a. Please provide a list of projects and appropriate contact information for which payment was made under the savings guarantee.
- b. Please provide a list of projects and appropriate contact information for which payment under the savings guarantee was claimed but for which no payment was eventually made. Please explain the resolution of the matter such that a payment was not made.

**6.14 PROJECT HISTORY AND CLIENT REFERENCE FORM****ALL INFORMATION REQUESTED IS REQUIRED.**

<b>Project Name and Location</b> <b>Number of Buildings</b> <b>Primary Use</b> <b>Total square footage</b>	
<b>Project Dollar Amount (installed project costs)</b> <b>Source of Project Financing</b>	
<b>Primary ECMs Installed</b> <b>ESCO Services Provided</b>	
<b>Construction Start &amp; End Dates</b>	
<b>Contract Start &amp; End Dates</b>	
<b>Dollar Value and Type of Annual Operational Cost Savings (if applicable)(e.g., outside maintenance contracts, material savings, etc.)</b>	
<b>Method(s) of Savings Measurement and Verification</b>	
<b>Provide CURRENT and ACCURATE telephone and FAX numbers of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.</b>	
<b>Describe the specific roles and responsibilities of ESCO personnel associated with the identified project, limiting your response to only those personnel who will be directly involved in UNA's project.</b>	
<b>ESCO Notes or Comments</b>	

Complete the following information for each of the projects listed.

**ANNUAL ENERGY SAVINGS DATA FORM**

Name of Project: \_\_\_\_\_ Name of ESCO: \_\_\_\_\_

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
Therms							
KW							
Water Gallons							
Other (Specify)							

Information for each of the headings listed above **MUST** be completed using the above format. **DO NOT** provide savings data in terms of BTU's or dollars. Data should be given in the form of fuel units which appear in the utility bills. Additional forms should be reproduced as needed.

**ANNUAL ENERGY SAVINGS DATA FORM**

Name of Project: \_\_\_\_\_ Name of ESCO: \_\_\_\_\_

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
Therms							
KW							
Water Gallons							
Other (Specify)							

## **7 - ESCO's PROPOSED APPROACH TO PROJECT**

### **7.1 Project Summary (not to exceed 2 pages)**

Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value of your firm's services.

### **7.2. Training Provisions**

Describe your firm's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

### **7.3 Project Financing**

Describe your firm's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed. UNA Reserves the right to provide its own financing options for this project.

### **7.4 Cost of Investment Grade Energy Audit**

Indicate the total cost of the investment grade energy audit to UNA if no contract is negotiated. Please see Attachment B- Proposed Investment Grade Energy Audit Agreement for specific technical terms and conditions.

### **7.5 Preliminary Technical Approach**

Based on your preliminary assessment of the project sites and information provided, please describe any equipment modifications, installations or replacements at the facilities that your company would consider installing as a part of this project. Please discuss site conditions, status of building systems and needs of the UNA.

### **7.6 Energy Baseline Calculation Methodology**

Describe the methods you expect to use to compute baseline energy use for this project. Describe any computerized modeling programs used by your firm to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.

### **7.7 Procedure for Calculating Energy and Cost Savings**

Please summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate energy savings for



this project. Indicate how your firm identifies, documents and measures operational cost savings opportunities. Describe your firm's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified. See Section 7.10 of this RFP for the escalation rates to be used for the purposes of preparing the preliminary cash flow analysis. An alternative schedule for calculating energy and cost savings may be presented by the ESCO for review and approval by UNA.

### **7.8 Construction Management**

Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.

### **7.9 Approach to Equipment Maintenance**

Describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services that may be proposed for this project. Address how you would approach the role of UNA's personnel in performing maintenance on the new and existing equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.

**7.10 ESCO's PRELIMINARY CASH FLOW ANALYSIS**  
**ENERGY PERFORMANCE CONTRACTING PROJECT**  
*( Insert Name of Institution )*

**Escalation Rate by Savings Category**

Financed Project Costs: _____	Electric: _____
Finance Term: _____	Natural Gas: _____
Annual Interest Rate : <sup>*</sup> <u>3.9%</u>	Steam: _____
Construction Months: _____	Water: _____
Annual Payment: _____	Operations & Maintenance costs: _____
	Other (specify): _____

\*

\*Information to be provided by UNA

Escalation Rate for Annual Fees : 3%

Year	Electric Cost Savings	Natural Gas Cost Savings	Steam Cost Savings	Water Cost Savings	Other (Please Specify)	Operational Cost Savings	Total Utility Cost Savings	Maintenance, Monitoring, M&V, and Training Fees	Financing Payment	Net Savings
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
<b>TOTAL</b>										

## **Appendix A**

### **TECHNICAL FACILITY PROFILE**

**BUILDING 1 UNA Parking Deck****SECTION I: GENERAL FACILITY DATA**

1. Name of Building : UNA Parking Deck
2. Address of Building: 330 Circular Road, Florence AL 35652
3. Primary Use: Parking Garage
4. Building Operator: Michael Gautney (256)-765-4354
5. Year Constructed: 2000
6. Major Changes in Last Five Years: There have been no major changes to the building operation or structure over the past five years.
7. Major Changes anticipated over the Next Five Years: None

**Section II: OPERATING DATA**

1. The UNA Parking Deck is in operation 24 hrs/day 365 days per year. The existing lighting system operates primarily on by use of a photocell with the exception of interior section lights and exit and egress paths. Estimated operating hours are listed below.
2. Existing System Information

Fixture Type	Input watts per fixture	Number of fixtures	Operating Hours	Annual Energy Usage
100W MH GARDCO SCA Series 277V	129	223	8760	251,999 kwh
100W MH GARDCO SCA Series 277V	129	72	4100	38,081 kwh
175W MH GARDCO SCA Series 277V	210	42	8760	77,263 kwh
175W MH GARDCO SCA Series 277V	210	14	4100	12,054 kwh
175W MH MCPHILBEN Wallpack 277V	210	8	4100	6,888 kwh
175W GARDCO G13 Gullwing	210	18	4100	15,498 kwh
70W MH GARDCO SCA Series 277V	90	7	8760	5,519 kwh

**BUILDING 1 Flowers Hall Gymnasium****SECTION I: GENERAL FACILITY DATA**

1. Name of Building : Flowers Hall
2. Address of Building: 701 Pine Street, Florence AL 35652
3. Primary Use: Gymnasium
4. Building Operator: Michael Gautney (256)-765-4354
5. Year Constructed: 1972
6. Major Changes in Last Five Years: There have been no major changes to the building operation or structure over the past five years.
7. Major Changes anticipated over the Next Five Years: None

**Section II: OPERATING DATA**

1. Flowers Hall is used primarily for Athletic events, Academic classes, and Commencement each semester. The focus of this section of the project is to replace the existing lighting over the gym court (3<sup>rd</sup> Level) and Seating area (4<sup>th</sup> Level)
2. Existing System Information

Fixture Type	Input watts per fixture	Number of fixtures	Operating Hours	Annual Energy Usage
1000W MH HIGHBAY	1,100	24	6000	158,400 kwh
400W MH HIGHBAY	458	60	6000	164,880 kwh

## **Appendix B**

### **SAMPLE ENERGY AUDIT AGREEMENT**

## APPENDIX B

### STATE OF ALABAMA ENERGY PERFORMANCE CONTRACTING PROGRAM MODEL ENERGY AUDIT AGREEMENT (DRAFT COPY)

This Energy Audit Agreement is entered into on \_\_\_\_\_, 201\_, by and between \_\_\_\_\_ (the "**Institution**") and \_\_\_\_\_ (the "**Company**"). The Institution and the Company are referred to herein as the "**Parties**".

**Whereas**, the Institution has issued a Request For Proposals (RFP) to identify a Qualified Provider for a guaranteed energy savings contract;

**Whereas**, the Company submitted a response to the RFP and participated in a competitive evaluation procedure designed to identify a Qualified Provider;

**Whereas**, the Institution has selected the Company as a Qualified Provider;

**Whereas**, the Institution is responsible for the operation, management and maintenance of \_\_\_\_\_ (the "**Facility**");

**Whereas**, a comprehensive energy use and savings analysis (the "**Energy Audit**") must be performed at the Facility in order to determine the feasibility of entering into an Energy Performance Contracting Project to provide for the installation and implementation of energy conservation measures (ECMs) at the Facility;

**Whereas**, if the ECMs are demonstrated to be feasible, and if the amount of energy savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with an energy performance contracting project at the Facility, the Parties intend to negotiate an Energy Services Agreement (ESA) under which the Company shall design, procure, implement, provide training, maintain and monitor such energy conservation measures at the Facility;

**Therefore**, the Parties agree as follows:

#### **ARTICLE 1: SCOPE OF ENERGY AUDIT**

The Company will perform the Energy Audit and prepare a detailed engineering and economic report (the "Report") which specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facility. The Report shall contain detailed projections of energy and cost savings to be obtained at the Facility as a result of the installation of the recommended energy conservation measures (ECMs). The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Facility, including accurate marginal cost for each unit of savings at the time the audit is performed; documented material and labor costs actually avoided; adjustments to the baseline to reflect current conditions at the Facility, compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc. The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe the Company's plan for installing or implementing the measures in the Facility, including all anticipated costs associated with such installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for

negotiating an ESA between the Institution and the Company; however, the Institution shall be under no obligation to negotiate such a contract.

The Company shall perform the following tasks in performing the Energy Audit and preparing the Report:

A. Collect General Facility Information

The Company shall collect general Facility information such as: size, age, construction type, condition and general use of the Facility. The Company shall also collect and summarize Facility utility cost and consumption data for the most recent 36-month period. Company shall evaluate the impact on utility cost and consumption for any energy measures currently being installed or currently contemplated to be installed by the Institution in the Facility which will remain separate from the Energy Services Agreement throughout the duration of the ESA.

Institution shall furnish (or cause its energy suppliers to furnish) all available records and data concerning energy and water usage for the Facility for the most current 36 month period, if available, including: Utility records; occupancy information; descriptions of any changes in the structure of the Facility or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility; and, description of energy management procedures presently utilized. The Facility shall also furnish a record of any energy related improvements or modifications that have been installed during the past three years, or are currently being installed or are currently contemplated to be installed by the Institution in the Facility separate from the Energy Service Agreement throughout the duration of that agreement. The Institution shall also provide copies of drawings, equipment logs and maintenance work orders to the Company insofar as this information is readily available.

B. Inventory Existing Systems and Equipment

Company shall compile an inventory based on a physical inspection of the major electrical and mechanical systems at the Facility, including:

- Cooling systems and related equipment
- Heating and heat distribution systems
- Automatic temperature control systems and equipment
- Air distribution systems and equipment
- Outdoor ventilation systems and equipment
- Kitchen and associated dining room equipment, if applicable
- Exhaust systems and equipment
- Hot water systems
- Electric motors 5 HP and above, transmission and drive systems
- Interior and exterior lighting
- Laundry equipment, if applicable
- Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
- Other major energy using systems, if applicable

The inventory shall address the following considerations:

1. The loads, proper sizing, efficiencies or hours of operation for each system; (Where measurement costs, facility operating or climatic conditions necessitate, engineering estimates



may be used, but for large fluctuating loads with high potential savings, appropriate measurements are required unless waived by the Institution).

2. Current operating condition for each system;
3. Remaining useful life of each system;
4. Feasible replacement systems;
5. Hazardous materials and other environmental concerns

The Company shall use data loggers and conduct interviews with Facility operation and maintenance staff regarding the Facility's systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

C. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates

Company shall examine the most recent 36 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water by averaging, or selecting the most representative contiguous 12 months. Company shall consult with Facility staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

Company shall estimate loading, usage and/or hours of operation for all major end uses representing more than 5% in aggregate of total Facility consumption including, but not limited to:

Water  
Lighting  
Heating  
Cooling  
HVAC motors (fans and pumps)  
Plug load  
Kitchen equipment  
Other equipment  
Miscellaneous

Where loading and/or usage are highly uncertain Company shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the Institution. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment. The annual end use estimated consumption shall be reconciled with the annual Base Year consumption to within 5% for electricity (kWh), fossil fuels and water. The contribution to electric peak demand for each end use shall also be reconciled to within 5% of the annual Base Year peak. The "miscellaneous" category shall not be more than 5%. The purpose of this is to place reasonable limits on potential savings.

D. Develop List Of Potential Energy Conservation Measures (ECMs)

1. Identify and propose potential ECMs for installation or implementation at the facility, including water conservation measures;<sup>1</sup>

<sup>1</sup>ECMs that the Institution is particularly interested in are specified in Attachment A, and should be addressed in the Report. The attached list is **not** intended to be exhaustive nor limit the Company's evaluation and development of a comprehensive list of potential ECMs.

2. Estimate the cost, savings and life expectancy of each proposed ECM;
3. Specify Facility operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs;
4. Provide analysis methodology, supporting calculations and assumptions used to estimate savings. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided;
5. For savings estimates using computer simulations, Company shall provide access to the program and all inputs and assumptions used, if requested by the Institution;
6. Provide a preliminary savings measurement and verification plan for each proposed ECM;
7. Provide a preliminary commissioning plan for the proposed ECMs;
8. Provide detailed calculations for any rate savings proposals;
9. Provide detailed supporting calculations for any proposed maintenance savings;
10. Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, avoided emissions, water conservation, etc.).

**This list shall be compiled and submitted to the Institution within \_\_\_\_ days (120 days is recommended) of the execution of this Project Development Agreement.**

E. Select Final Recommended ECMs

Company shall, in consultation with the Institution, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facility.

F. Cost and Fee Estimates

Company shall provide detailed estimates of costs associated with the installation, implementation and commissioning of each of the ECMs proposed in the Audit including breakouts for labor, materials, and equipment. In addition, project cost data must be provided in the format included in Attachment B: ESCO Cost Proposal and Cash Flow Analysis.

Company shall also provide estimates of monthly costs associated with sustaining the project performance including breakouts for maintenance fees, monitoring fees, and training fees.

G. Savings Estimates

The Institution has endeavored to provide the Company with sufficient general and specific guidance in this Article 1 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the Company should seek written guidance from the Institution. The Institution reserves the right to reject items claimed as savings which are not in the Institution's utility budget line or which have been claimed contrary to the guidance given in this agreement or contrary to written guidance given to Company.

The Institution also reserves the right to reject Company calculations of savings when it determines that there is another more suitable or preferable means of determining or calculating such savings.

**For the purposes of completing the Cash Flow Analysis in Attachment B, the following items will be allowed as savings or in the development of savings:**

Escalation rates of \_\_\_\_\_ % for natural gas<sup>2</sup>  
 Escalation rates of \_\_\_\_\_ % for electricity  
 Escalation rates of \_\_\_\_\_ % for oil  
 Escalation rates of \_\_\_\_\_ % for steam  
 Escalation rates of \_\_\_\_\_ % for water  
 Escalation rates of \_\_\_\_\_ % for other fuel type (specify)  
 Escalation rates of \_\_\_\_\_ % for operation and maintenance cost savings  
 Escalation rates of \_\_\_\_\_ % for material/commodity cost savings  
 Escalation rates of \_\_\_\_\_ % for allowable labor savings

**The following items will not typically be credited as savings derived from a proposed ECM. The Company may seek exemptions from the Institution on a case-by-case basis. However, the final determination of allowable savings in each case considered shall reside with the Institution:**

Institution in-house labor cost  
 Institution deferred maintenance cost  
 Offset of future Institution capital cost

#### H. Report Format

The Report shall, at a minimum, include the following:

1. An executive summary which describes the facility, measures evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each measure and for the project as a whole.
2. A discussion of measures not evaluated in detail and the explanation of why a detailed analysis was not performed.
3. A summary of all utility bills, Base Year consumption and how it was established, and end use reconciliation with respect to the Base Year including a discussion of any unusual characteristics and findings.
4. Detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues.
5. A discussion of the conclusions, observations and caveats regarding cost and savings estimates.
6. Thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

---

<sup>2</sup> It should be noted that the base rate value for each fuel and water unit will not devalue in the event of any rate decrease. The Institution reserves the right to impose ceiling rates for fuel escalations.

The Report shall be completed within \_\_\_\_\_ days (*120 days is recommended*) of the date of execution of this Energy Audit Agreement. The cost for the completed Energy Audit and Report will be \_\_\_\_\_.

**ARTICLE 2: ENERGY SERVICES AGREEMENT (ESA)**

The Parties intend to negotiate an ESA under which the Company shall design, install and implement energy conservation measures which the Parties have agreed to and provide certain training, maintenance and monitoring services. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such an ESA. The terms and provisions of such an ESA shall be set forth in a separate agreement.

**ARTICLE 3: PAYMENT**

Payment to Company for services performed in connection with the Energy Audit Agreement shall be made by Institution only in accordance with the provisions of Article 4 herein.

**ARTICLE 4: TERMINATION**

A. By Contractor:

Company may terminate this Agreement prior to the completion of the Energy Audit and Report or subsequent to the scheduled completion of the Energy Audit and Report if:

- (i) it determines that it cannot guarantee a minimum \_\_\_\_\_ % savings in energy costs through the implementation of an energy performance contracting project at the Facility; or
- (ii) it determines that even though it can guarantee a \_\_\_\_\_ % savings in energy costs, that amount would be insufficient to cover the costs associated with performing the Audit, installing energy conservation measures and related training, maintenance and monitoring services.

In the event Company terminates the Agreement pursuant to Section 4 A (i) or (ii) the Institution shall not be obligated to pay any amount to Company for services performed or expenses incurred by Company in performing the Energy Audit and Report required under this Agreement. Company shall provide the Facility with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. Company will return any documents or information that was provided by the Institution.

Termination under this section shall be effective upon Institution's receipt of written notification from the Company stating the reason for the termination and all documents which support termination pursuant to 4 A (i) or 4 A (ii) herein.

B. By Institution:

Institution may terminate this Agreement:

- (i) If the Company fails to complete the Energy Audit and deliver the Report to the Institution by the date established in Article 1 H. above; or fails to obtain a written extension of that date from the Institution. Termination under this subsection B (i) shall be effective upon Company's receipt of written notification from the Institution that the deadline for

submission of the Energy Audit and Report has past. In this event, the Institution shall not be obligated to pay any amount to Company for services performed or expenses incurred by the Company in performing the Energy Audit and preparing the Report required under this Agreement. Company shall provide the Facility with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. Company will return any documents or information that was provided by the Institution.

- (ii) If, prior or subsequent to the completion of the Energy Audit or Report, the Company notifies the Institution in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 4 A (i) or (ii) above. Termination under this subsection B (ii) shall be effective upon Company's receipt of written notification of termination from the Institution. In this event, the Institution shall not be obligated to pay any amount to Company for services performed or expenses incurred by Company in performing the Energy Audit and preparation of the Report required under this Agreement. Company shall provide the Facility with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. Company will return any documents or information that was provided by the Institution.
- (iii) If, prior or subsequent to the completion of the Energy Audit or Report, the Institution notifies the Company in writing that it has elected to terminate this Agreement and not enter into an ESA, the Institution shall reimburse the Company for either the actual expenses incurred or percent of the Audit and Report completed as of the effective date of the termination, the amount being determined as fair and equitable by the Institution. Termination under this subsection B (iii) shall be effective upon Company's receipt of written notification from the Institution.

Company agrees to provide the Institution with any records of expenses incurred and any preliminary notes, reports or analyses which have been produced or prepared prior to the effective date of the termination. Such documentation shall be used by the Institution to determine the extent of work completed by Company prior to termination and shall become the property of the Institution.

If after completion and acceptance of the Energy Audit, the Institution does not enter into an ESA with the Company within \_\_\_\_\_ days (**60 days is recommended**) after written acceptance of the Energy Audit, the Institution agrees to reimburse the Company for the cost of the Energy Audit as detailed herein. Termination under this subsection B (iii) shall be effective upon Company's receipt of written notification from the Institution. The Energy Audit and Report will become the property of the Institution.

**It is clearly understood by both parties hereto that, if the Parties successfully negotiate and execute an Energy Services Agreement, no payment shall be due for the Energy Audit or Report under the terms of this Agreement. This Agreement shall automatically terminate upon the execution of an ESA by Company and the Institution for an energy performance contracting project at the Facility. It is further understood that provisions for payment for the Energy Audit shall be incorporated into the ESA.**

## **ARTICLE 5: STANDARD TERMS AND CONDITIONS**

### **SECTION 1. Agreement Term**

The Agreement term shall commence on the date the Agreement is executed by the Institution and end on \_\_\_\_\_, unless earlier terminated pursuant to the provisions of Article 4 hereof. Notwithstanding, Company shall adhere to the deadlines set forth in Article 1 regarding the completion and submittal of the list of ECMs and the Report.

**SECTION 2. Materials, Equipment and Supplies**

The Company shall provide or cause to be provided all facilities, materials, equipment and supplies necessary to perform the Energy Audit and prepare the Report.

**SECTION 3. Patent and Copyright Responsibility**

The Company agrees that any material or design specified by the Company or supplied by the Company pursuant to this Agreement shall not knowingly infringe any patent or copyright, and the Company shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by the Company in the performance of the Energy Audit and preparation of the Report.

**SECTION 4. Institution Access to Records**

The Institution shall have the right, throughout the term of this Agreement and for a minimum of years following completion of the Agreement, to inspect, audit and obtain copies of all books, records and supporting documents which Company is required to maintain according to the terms of this Agreement.

**SECTION 5. Personnel**

All personnel necessary for the effective performance of the Energy Audit shall be employed by Company and its designated subcontractors, shall be qualified to perform the services required under this Agreement, and shall in all respects be subject to the rules and regulations of Company governing staff members and employees. Neither Company, its designated subcontractors, nor its personnel shall be considered to be agents or employees of the Institution.

**SECTION 6. Compliance with Applicable Law**

In performance of its obligations pursuant to this Agreement, Company shall comply with all applicable provisions of federal, state and local law. All limits or standards set forth in this Agreement to be observed in the performance required under this Agreement are minimum requirements, and shall not affect the application of more restrictive federal, state or local standards applied to the performance of the Agreement.

**SECTION 7. Waivers**

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

**SECTION 8. Assignment**

This Agreement may not be assigned by the Company without the prior written consent of the Institution.

**SECTION 9. Federal Taxpayer Identification Number and Legal Status Disclosure**

Under penalty of perjury, the Company certifies that \_\_\_\_\_ is the Company's correct Federal Taxpayer Identification Number and that the Company is doing business as a Corporation.

**SECTION 10. Governing Law**

This Agreement shall be governed by and construed only in accordance with the laws of the State of Alabama.

**SECTION 11. Agreement**

The following documents are incorporated in, and made a part of, this Agreement:

Attachment A - Facility's Recommended ECMs (Optional)

Attachment B – ESCO Cost Proposal and Project Cash Flow Analysis

*(Note: Institution should include all required policy provisions which may include the following:)*

Attachment I - Drug Free Workplace Provisions

Attachment II - Equal Employment Opportunity Clause

Attachment III - Certification of Capacity to Contract

Attachment IV- Americans With Disabilities Act

Attachment V- Certifications

**SECTION 12. Project Management**

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

**For Institution:**

**For Company:**

**SECTION 13. Amendments**

This Agreement and Attachments referenced in Section 11 herein constitute the entire Agreement between the Parties. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.

**ARTICLE 6: EXECUTION**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

INSTITUTION \_\_\_\_\_

COMPANY \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **ATTACHMENT A**

### **FACILITIES Recommended Energy Conservation Measures**

Sample



## **ATTACHMENT B**

ESCOs Cost Proposal and Project Cash Flow

Sample

**ESCOs COST PROPOSAL  
ENERGY PERFORMANCE CONTRACT**

**INSTITUTION NAME:** \_\_\_\_\_ **ESCO NAME:** \_\_\_\_\_

**VALUE OF HARD COSTS<sup>1</sup>:** \$ \_\_\_\_\_

Category of Service Fees	Estimated Percentage (%) of Hard Costs	Dollar (\$) Value of Service Fees
Investment Grade Energy Audit		
Design Engineering Fees		
Construction Management		
System Commissioning		
First Year Training Fees		
Annual Service Fees including: Measurement and Verification Maintenance Performance Monitoring On-going Training Services		
Contingency Costs		
Totals		

<sup>1</sup>The total value of Hard Costs is defined in accordance with standard AIA definitions which include:

Labor Costs

Subcontractor Costs

Costs of Materials and Equipment, Temporary Facilities and Related Items

Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, etc.

**NOTE:** Percentages should include all mark-ups, overhead, and profit. Figures stated as a range (e.g. 2%-5%) are not acceptable.

**ESCOs Cash Flow**

Sample

**Attachment C**  
**State of Alabama**  
**Disclosure Statement**  
 (Required by Act 2001-955)

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 ENTITY COMPLETING FORM

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 Agreement Number

---

 ADDRESS

---

 CITY, STATE, ZIP

---

 TELEPHONE NUMBER

---

 (       )

---

 STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

---

 ADDRESS

---

 CITY, STATE, ZIP

---

 TELEPHONE NUMBER

---

 (       )

---

 This form is provided with:

---

☐ Contract    ☐ Proposal    ☐ Request for Proposal    ☐ Invitation to Bid    ☐ Grant Proposal

---

 Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

---

☐ Yes    ☐ No

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 If yes, identify below the State Agency/Department that received the goods or services, the type(s) of good or services previously provided, and the amount received for the provision of such goods or services.

---

 Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

---

☐ Yes    ☐ No

---

 If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

---

 1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

---

 2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Notary Expires

*Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

## Attachment D

### UNIVERSITY OF NORTH ALABAMA VENDOR CERTIFICATION PURSUANT TO ACT NO 2012-491 & ACT2014-044

ALABAMA LAW (SECTION 31-13-9 , CODE OF ALABAMA 1975: By signing a contract resulting from this proposal, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA LAW SECTION 16-25-26C , CODE OF ALABAMA 1975; Legislation requiring the University of North Alabama to report to Retirement Systems of Alabama individuals paid for personal services who are currently receiving benefits from TRSA or ESA became effective October 1, 2013. No minimum level of compensation was defined. **Any individual receiving direct or indirect compensation from this contract who is a retiree receiving benefits from the State of Alabama Retirement System MUST NOTIFY UNA of this status along with Bid/RFP Submission.**

Bidder hereby certifies full compliance with Act No. 2012-491 & Act No. 2014-044:

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

Company: \_\_\_\_\_

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

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

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