



**THE TEXAS A&M UNIVERSITY SYSTEM
OFFICE of HUB & PROCUREMENT PROGRAMS**

**REQUEST FOR QUALIFICATIONS FOR
UTILITY COST REDUCTION SERVICES**

RFQ NUMBER RFQ01 RISK-14-006

**QUALIFICATIONS MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on August 14, 2014**

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL QUALIFICATIONS TO:**

**The Texas A&M University System
The Texas A&M University System Building
System Office of HUB & Procurement Programs
301 Tarrow 3rd Floor
College Station, TX 77840
Attn: Jeff Zimmermann**

Show RFQ Number, Opening Date and Time on Response Envelope

NOTE: SUBMITTAL must be time stamped at The Texas A&M University System Office of HUB & Procurement Programs before the hour and date specified for receipt of submittal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of Respondents will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

REFER INQUIRIES TO:

Jeff Zimmermann, Director
The Texas A&M University System
HUB & Procurement Programs
979-458-6410
email: zimmermann@tamus.edu

All submissions shall become the property of the State of Texas upon receipt. Submissions may be subject to public review after contracts have been executed. VENDORS responding to this request are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, and TAMUS accepts, in writing, the information as proprietary. Notwithstanding the foregoing, TAMUS is subject to the Texas Public Information Act.

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SECTION 1 – INTRODUCTION

1.1 SCOPE

The Texas A&M University System (TAMUS) is requesting qualifications (RFQ) from firms with an established history of expertise and qualifications to identify, design, install, maintain, monitor, and arrange financing of a utility cost reduction services (UCRS) program. This program includes the services listed in this RFQ pursuant to the provisions of Texas law. For the purpose of this RFQ, “ESCO” refers to an energy service company (ESCO) or any entity that is qualified to provide a turnkey UCRS program that includes the services listed in this RFQ and meets the requirements of the Texas Energy Performance Contracting Guidelines. Owner intends to select an ESCO and to award single or multiple contract(s) to perform cost-effective utility conservation retrofits.

The RFQ is the first step in a multi-step process aimed at identifying one or more qualified ESCOs. The RFQ details the requirements for response, deadlines, and directions for submittal in subsequent sections.

By submitting responses, each RESPONDENT certifies that it understands this RFQ and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each RESPONDENT also certifies that it understands that all costs relating to preparing and responding to this RFQ will be the sole responsibility of the RESPONDENT.

1.2 Background

TAMUS is one of the largest systems of higher education in the nation, consisting of eleven universities (located in College Station, Prairie View, Stephenville, Kingsville, Commerce, Corpus Christi, Laredo, Texarkana, Canyon, San Antonio and Killeen), seven state agencies (located statewide), two service units (both in College Station), and a health science center (located in College Station).

TAMUS members educate more than 131,000 students and reach another 22 million people through service each year. With more than 28,000 faculty and staff, the A&M System has a physical presence in 250 of the state’s 254 counties and a programmatic presence in every one. In 2012, externally funded research expenditures exceeded \$783 million to help drive the state’s economy.

TAMUS—although not officially recognized as such until 1948—got its start in 1876, with the establishment of the state’s first public college, the land-grant Agricultural and Mechanical College (A&M) in College Station. In addition to A&M College (now Texas A&M University), the Texas Legislature created a branch college at Prairie View (now Prairie View A&M University), which opened in 1878. John Tarleton College at Stephenville (now Tarleton State University) joined the A&M System in 1917. Tarleton State University–Killeen, an upper-level institution offering bachelor and master’s degrees, was established in Killeen in 1999.

The Galveston Marine Laboratory joined with the Texas Maritime Academy in the 1960s to form Texas A&M University at Galveston, Texas A&M’s marine studies branch. Texas A&M University at Qatar was established in 2003 to bring engineering programs and research to the Gulf Region by establishing a branch campus in an area called Education City in Doha, Qatar. Education City is a 2,400-acre multi-university campus housing various American universities.

In 1989, TAMUS increased its presence in South Texas with the addition of Texas A&M International University (formerly Laredo State University) in Laredo, Texas A&M University – Corpus Christi (formerly Corpus Christi State University) and Texas A&M University – Kingsville (formerly Texas A&I University). The Texas A&M University – Kingsville System Center-San Antonio, which offers bachelor and master’s degrees, was opened in 2000. In 1990, West Texas State University in the Texas Panhandle city of Canyon joined the A&M System, changing its name to West Texas A&M University in 1993.

In 1996, three other institutions joined the A&M System: Baylor College of Dentistry in Dallas and two former East Texas State University campuses, now Texas A&M University – Commerce and Texas A&M University – Texarkana.

In 2009, two new institutions were created and added to TAMUS: Texas A&M University – San Antonio and Texas A&M University – Central Texas.

The Texas A&M Health Science Center, established in 1999, comprises the Baylor College of Dentistry in Dallas, the Institute of Biosciences and Technology in Houston, the Graduate School of Biomedical Sciences, the School of Rural Public Health on the Texas A&M campus in College Station, and the College of Medicine in College Station, Round Rock and Temple.

TAMUS’ first state agency reflected its agricultural heritage and mission. Established by the Texas Legislature in 1887 under the federal Hatch Act, Texas A&M AgriLife Research continues to represent a unique state-federal partnership in agricultural research. Texas A&M AgriLife Extension grew out of the agricultural initiatives of Texas A&M University under the provisions of the Smith-Lever Act of 1914, which provided for cooperative agricultural extension work between Texas land-grant colleges and the United States Department of Agriculture. The Texas A&M Forest Service was established in 1914 to develop and protect the forested areas of Texas.

The Texas A&M Engineering Experiment Station was also created in 1914 with a research and technology transfer mission for the field of engineering. The Texas A&M Engineering Extension Service was established five years later with a charge to help develop a highly skilled workforce through technical and vocational training. The Texas A&M Transportation Institute, created in 1950, conducts highway safety and other transportation-related research.

1.3 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of TAMUS establishing a contractual relationship with any RESPONDENT:

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to TAMUS in a timely, cost effective manner. TAMUS is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven techniques and established metrics.
- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful project as determined by TAMUS.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required services in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research system.

- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required services. At a minimum, the RESPONDENT shall provide the two most current audited financial statements.

1.4 Performance Period

Should TAMUS, in its sole discretion, enter into an agreement with the successful RESPONDENT(s) as a result of this RFQ, the agreement shall be effective as of the date that is agreed upon by TAMUS and successful RESPONDENT(s). TAMUS anticipates that the initial term of such Agreement will extend for three (3) years, with the option to renew for one (1) three-year term upon mutual agreement. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the successful RESPONDENT(s).

SECTION 2- INSTRUCTION FOR RESPONDENTS

TAMUS is soliciting submittals from qualified firms, hereafter referred to as RESPONDENT(s) and/or VENDOR(s), to identify, design, install, maintain, monitor, and arrange financing of a utility cost reduction services (UCRS) program.

This RFQ outlines requirements as specified in the Section 3. Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the RESPONDENT's cover letter.

The RESPONDENT selected shall have an excellent track record for providing these services relative to the size and scope of TAMUS and shall agree to provide these services to TAMUS with a top priority commitment. This RFQ contains specific requests for information. RESPONDENTS are encouraged to examine all sections of this RFQ carefully, in that the degree of interrelationship between sections is critical. In responding to this RFQ, vendors are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFQ have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope of intent of the respective clauses. Whenever the terms "must", "shall", "will", "is required", or "are required" are used in the RFQ, the subject being referred to is to be a required feature of this RFQ and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the RESPONDENT's response. Any deviation or exception from RFQ specifications must be clearly identified by the RESPONDENT in its submittal.

Expenses for developing and presenting submittals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to TAMUS. All supporting documentation and manuals submitted with this submittal will become the property of TAMUS unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by TAMUS.

All technical questions concerning this RFQ are to be directed to Jeff Zimmermann, Director, HUB & Procurement, in writing, at zimmermann@tamus.edu. RESPONDENT may not contact other individuals at TAMUS to discuss any aspect of this RFQ, unless expressly authorized by the Procurement Office to do so. Questions regarding the RFQ, including questions for more data or information beyond that included in this RFQ and attachment, should be presented in writing. **Deadline for submission of questions is July 28, 2014.** TAMUS will publish all questions with responses according to the schedule in Section 2.1.

2.1 Calendar of Events *

<u>Activity</u>	<u>Responsibility</u>	<u>Date</u>
Release of Request for Qualifications	TAMUS	7-18-14
Deadline to Submit Questions	RESPONDENT	7-28-14
Release of Response to Questions	TAMUS	7-31-14
Qualifications Due	RESPONDENT	8-14-14

Evaluation of Qualifications	TAMUS	8-25-14
Selection of Respondent	TAMUS	8-29-14

* TAMUS will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of TAMUS and/or in the event TAMUS requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

2.2 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined the TAMUS requirements outlined in Section 3, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFQ.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the RESPONDENT has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions and Delivery of Submittals

All submittals must be received by TAMUS, no later than **2:00 p.m. Central Time, August 14, 2014**, in a sealed envelope or box marked **"RFQ01 RISK-14-006 Utility Cost Reduction Services."**

Submittals are to be submitted to:

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL SUBMITTAL TO:
The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, 3rd Floor
College Station, TX 77840
Attn: Jeff Zimmermann**

Late submittals will not be considered under any circumstances. Late submittals properly identified will be returned to RESPONDENT unopened.

Telephone and/or facsimile (Fax) submittals are not acceptable under any circumstances.

2.4 Proposal Components

The following documents are to be returned as part of your qualification submittal. Failure to include these documents will be basis for response disqualification.

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ HUB Subcontracting Plan (Only If Applicable, See Section 2.7)

RESPONDENT shall provide one (1) original copy, and one (1) electronic copy of the complete RFQ response as specified above. Note: The electronic copy shall be combined in a single file.

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and

submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc. Electronic submittals must indicate the RESPONDENT's company name, the RFQ number and opening date.

NOTE: The original signature on the ONE (1) hard copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the firm under a contract.

Submittals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward concise description of the RESPONDENT's service, approach and ability to meet TAMUS' needs as stated in this RFF. Schedules and Exhibits must be clearly identify and define.

2.5 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum/amendment eight (8) day before the due date and posted to the Electronic State Business Daily (ESBD). All such addenda/amendments issued by TAMUS prior to the time that proposals are received shall be considered part of the RFQ, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal.

Only those TAMUS replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.6 Selection Process

A committee has been formed to review responses submitted. Based on the selection criteria described in this document, the committee may select a short-list of the most qualified respondents. (Note: TAMUS retains the right to select only one RESPONDENT at this stage and skip the next two stages to negotiate a contract. TAMUS may also determine that no qualified submittals have been received and reject all submittals.)

TAMUS will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and if other considerations are equal, give preference to a consultant whose principal place of business is in the state or who will manage the consulting contract wholly from an office in the state.

The RESPONDENT selected will be the one who's experience and qualifications, as presented in response to this RFQ, establish them, in the opinion of TAMUS, as well qualified and offering the greatest benefits, experience and value to TAMUS. TAMUS may cancel this RFQ or reject submissions at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should TAMUS determine in its sole discretion that only one RESPONDENT is fully qualified, or that one vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that RESPONDENT. The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's submittal as

negotiated.

Submission of proposals indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by TAMUS during the evaluation process.

The selection of the successful RESPONDENT may be made by TAMUS on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by TAMUS on the basis of negotiation with any of the RESPONDENTS. TAMUS shall not disclose any information derived from the proposals submitted by competing RESPONDENTS in conducting such discussions.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFQ, TAMUS alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

TAMUS reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

TAMUS reserves the right to accept or reject any, part or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, award to multiple RESPONDENTS, or to make the award to the most responsive RESPONDENT.

Oral presentations may be required of each of the interested short-listed RESPONDENTS covering their general qualifications in the field of performance contracting for utility efficiency improvements. This presentation will include each stage of work required, the firm's initial impression of the TAMUS' facility status, and a likely conceptual approach to improving the efficiency of the facility.

(TAMUS Note: Adding the walk-through step and/or the PUA step will allow the TAMUS' selection committee to gain an impression of how knowledgeable the RESPONDENT(s) team is regarding a specific project. Oral presentations, however, may be made only with respect to the respondent's qualifications and the TAMUS' needs as provided in the RFQ. If oral presentations will be required, TAMUS may want to include more building information in the RFQ than would otherwise be provided. Suggested information would include a facility list with conditioned square footage, estimated utility consumption and cost, facility occupancy type (office, warehouse, etc.), and address/location.)

The short-listed RESPONDENT(s) may be provided an opportunity to separately walk through one or more facilities with the TAMUS to develop an understanding of those facilities and the opportunities for improvements in energy and water efficiency equipment or practices. TAMUS may also choose to have the RESPONDENT(s) conduct a Preliminary Utility Audit (PUA) during this step. (Note: Even if TAMUS selected a short-list of RESPONDENTS rather than only one, TAMUS may choose to skip this stage and enter into an initial utility audit contract with more than one ESCO in order to obtain some experience with each of the respondents considered most qualified.)

TAMUS will select one RESPONDENT to provide detailed utility audits of one or more facilities (or all facilities).

TAMUS and the selected RESPONDENT(s) will negotiate a contract in which TAMUS assigns a

facility for the RESPONDENT to audit and agrees to pay a negotiated fee for performance of this work. The selected RESPONDENT will agree to perform the UAR (detailed audit) according to the Energy Performance Contracting Guidelines. The UAR must be performed and sealed by a licensed Texas Professional Engineer working for a firm that is registered with the Texas Board of Professional Engineers.

TAMUS expects the ESCO to perform the UAR on a contingent basis (i.e. not bill for the audit until the UAR is completed and the project is developed) and roll the agreed upon cost of the UAR into the final project cost. The TAMUS reserves the right to pay for the UAR or finance it with the rest of the project. TAMUS may expect a minimum level of savings to be guaranteed based on preliminary utility audits that the ESCO performed.

The selected RESPONDENT(s) will provide a final proposal for the Owner's utility efficiency improvement project. The final proposal will include the completed Utility Assessment Report, documentation of potential utility and operational savings, and all associated implementation costs. It must also include a Measurement and Verification Plan (M&V Plan) and a Sample Periodic Savings Report.

After the Final Proposal is accepted, the selected RESPONDENT(s) and TAMUS will negotiate a master implementation contract. The Contract will include authority to proceed with final design and installation/construction and detail the payment schedule to the ESCO.

State law requires that the State Energy Conservation Office (SECO) develops guidelines and an approval process and approves the agency ESPC, and that the UAR be reviewed by an independent, licensed third party engineer prior to contract execution. As part of SECO's approval process, a review of the M&V Plan, a Sample Periodic Savings Report, and the contract by a licensed third party engineer is also required. The contract review by the third party Engineer will ensure that the essential elements of the enabling statute are covered and accounted for in the contract.

Once the contract is approved and executed, and funding has been secured, the ESCO may proceed with the detailed project engineering design and construction/installation.

2.7 The Texas A&M University System HUB Policy and HUB Subcontracting Requirements

It is the policy of TAMUS to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in TAMUS contracting and purchasing.

2.7.1 HUB Subcontracting Plan (Required if Subcontractors will be used during Services)

Subcontracting opportunities are not anticipated for this RFQ; therefore, a HUB Subcontracting Plan (HSP) is NOT required. In the event that the RESPONDENT determines a subcontractor(s) will be used, the RESPONDENT WILL BE required to make a good faith effort and complete the State of Texas HUB Subcontracting Plan found at - <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

FAILURE TO SUBMIT A COMPREHENSIVE, ACCEPTABLE HUB SUBCONTRACTING PLAN (only if subcontractors will be used by the RESPONDENT for these services) WILL BE CONSIDERED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE RFQ AND WILL RESULT IN REJECTION OF THE RESPONSE.

Please contact the A&M System's HUB Director Mr. Jeff Zimmermann, at jzimmermann@tamus.edu for assistance with completion of requirements as stated.

SECTION 3 - SCOPE OF WORK

3.1 Introduction

TAMUS is requesting qualifications (RFQ) from firms with an established history of expertise and qualifications that describes their capabilities to identify, design, install, maintain, monitor, and arrange financing of a utility cost reduction services (UCRS) program. This program includes the services listed in this request pursuant to the provisions of Texas law. For the purpose of this RFQ, “ESCO” refers to an energy service company (ESCO) or any entity that is qualified to provide a turnkey UCRS program that includes the services listed in this request and meets the requirements of the Texas Energy Performance Contracting Guidelines. Owner intends to select an ESCO and to award a single or multiple contract(s) to perform cost-effective utility conservation retrofits.

TAMUS proposes to address all energy and water consumption in all of its facilities and utility infrastructure as part of this program. Additionally, TAMUS intends to upgrade outdated and obsolete building equipment and perform utility and energy related facility improvements through the program.

TAMUS anticipates a major reduction in annual utility consumption and associated operational costs through the implementation of this utility conservation program. As part of the process a contract must include provision for monitoring and verification of utility savings and any guaranteed operational savings. If requested, the ESCO shall arrange financing or assist the TAMUS in procuring the most cost effective funding for the project. The term of financing is not-to-exceed twenty years from the final date of installation.

TAMUS intends to structure the program's implementation schedule in a manner to minimize its financed capital needs.

RESPONDENTs to this RFQ shall identify their experience and qualifications to perform analysis, design engineering, preparation of engineering plans and specifications, installation, commissioning, monitoring and verification of savings, and management of a UCRS program which address facility components and applications. Such components and applications shall include: lighting, space heating, ventilation, air-conditioning, building envelope, heat recovery, energy and water management systems, environmental system controls, motors, domestic water heating, fuel switching, air distribution systems, or other energy and water conservation related improvements or equipment including improvements or equipment related to renewable energy. TAMUS also requires a description of the ESCO's qualifications and experience related to training facility occupants and maintenance workers in energy and water conservation awareness.

3.2 Requirements/Deliverables

- a. Selected RESPONDENT(s) will be required to complete all necessary evaluations, utility/energy audits, engineering calculations, project scope development, budget and cost projections, cost/benefit analyses, payback and IRR calculations, project funding options, project funding (as requested), consumption measurement and verification, project administration/management, construction management, system commissioning and start-up, and utility consumption and cost reporting to meet the scope of work outlined in Section 3;
- b. Selected RESPONDENT(s) will be required to plan, present, design, manage, justify, and implement successful and technically/financially viable utility consumption and cost reduction projects from conception through completion.

- c. Selected RESPONDENT(s) will be required to complete all necessary State Energy Conservation Office (SECO) loan application and approval process requirements on behalf of the member institution if member institution decides to seek SECO loan funding to accomplish utility consumption reduction measures identified.

3.3 Qualifications

Qualifications of all firms that respond to this RFQ, including any subcontractors to be utilized, will be evaluated using selection criteria similar to the following:

a. Business Qualifications

- Business unit dedicated to performance contracting.
- Years in business as an ESCO or provider of the services being offered for this program. Equipment, services, or utility services manufactured or provided by the business. What percentage of the total business revenues generated by ESCO services?
- Energy Savings Performance Contract (ESPC) Annual Revenues.
- General project track record.
- Services to be provided under this project.
- Affiliation with all other subcontractors listed in this response.
- Office location from where this project will be managed.
- Proof of current Texas Professional Engineering Registration.
- Local presence in area; current customers in area.
- Specific experience with projects of a comparable nature.

b. Personnel Qualifications

Background and professional qualifications of personnel assigned to this project, including subcontract personnel. Provide descriptions of their responsibilities, related experiences, and references. Indicate only staff to be directly involved with the project.

c. Financial Qualifications

To ensure the financial viability of the RESPONDENT, at a minimum the following will be considered:

- The financial viability of the entity proposed to provide technical and financial guarantees, as well as other entities proposed to participate in project.
- ESCO will provide audited financial statements including income statement, balance sheets, and statements of changes for three (3) most recently completed fiscal years.
- If audited financial statements are not available, provide evidence of the level of third party review of the financial statements.
- The financing capability of the RESPONDENT. The RESPONDENT should provide information that documents sources of proposed financing and specific projects that have used proposed financing sources.
- References from subcontractors used on previous jobs to indicate fiscal responsibility. The willingness to adhere to the Owner's standard contract terms and conditions.

d. Project Management Qualifications

Ability to assign responsibility and coordinate the detailed utility audit project and construction for management of the following project phases:

- Detailed utility audit
- Engineering and design
- Procurement
- Construction
- Commissioning

- Monitoring and verification
- Operations and maintenance, if required

Ability to adhere to project schedules and complete all phases of the performance contracting program processes in a timely manner.

e. Experience

- Experience with implementing similar utility conservation projects on a performance contracting basis.
- Experience with the full range of responsibilities contemplated for this project (e.g., identification and analysis of UCRMs, design, installation, operation, training, financing, savings verification, etc.)
- Performance on prior projects, including data on projecting, achieving monitoring and documenting (measurement and verification) of utility and operational savings in order to ascertain accuracy of projections.
- References from prior projects of a comparable nature performed on a performance contracting basis.

3.4 RESPONDENT's Submittal - See Attachment A.

SECTION 4 - GENERAL TERMS AND CONDITIONS

A. Terms and Conditions

TAMUS reserves the right to accept, reject, modify, and/or negotiate any and all submittals received in conjunction with this RFQ. It reserves the right to waive any defect or informality in the submittals on the basis of what it considers to be in its best interests. Any submittal which TAMUS determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. TAMUS reserves the right to award to the firm, or firms, which in our sole judgment, will best serve our long-term interest.

This RFQ in no manner obligates TAMUS to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by TAMUS without penalty or obligation at any time prior to the signing of a contract.

The RESPONDENT must include a formal copy of any RESPONDENT terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the TAMUS Office of General Counsel are essential prior to the execution of the contract. In the event the RESPONDENT does not supply terms and conditions with their submittal, the TAMUS terms and conditions will govern this transaction.

B. Payment for Services

Payments will be made monthly upon submittal of RESPONDENT's invoice(s) and approval of the Payment Voucher(s) on State Funds, or of RESPONDENT's invoice(s) on Non-State Funds that is (are) received. TAMUS shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment. A single invoicing format may be submitted.

All payments shall be made by electronic direct deposit. The selected RESPONDENT (s) will be required to complete and submit to TAMUS a Direct Deposit Authorization form prior to the first payment request. The form can be accessed at www.window.state.tx.us/taxinfo/taxforms/74-176.pdf.

Reimbursement for business related travel, lodging and meal expense will be done according to the State of Texas rates, rules, and regulations (<http://www.window.state.tx.us//procurement/prog/stmp/>). RESPONDENT is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the RESPONDENT be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly.

C. Governing Law

RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.

D. Non-Discrimination

The parties agree that in the performance of any contract they shall not discriminate in any

manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, RESPONDENTS certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.

E. Immigration Reform and Control Act of 1986

By submitting a state of qualification, the RESPONDENTS certify they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

F. Debarment Status

By submitting a statement of qualification, RESPONDENTS certify they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.

G. Indemnification and Hold Harmless

The RESPONDENT shall defend, indemnify and hold harmless TAMUS, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under the contract.

H. RESPONDENT Liability

The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.

I. Early Termination

TAMUS shall have the right to terminate the contract with the RESPONDENT without penalty after a (30) days written notice of termination to the RESPONDENT under the following circumstances:

1. Default of RESPONDENT

It shall be considered a default whenever the RESPONDENT shall:

- a. Disregard or violate material provisions of the contract documents or TAMUS instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
- b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of TAMUS

Termination of the contract services is construed by TAMUS to be in its best interest for serving the community and its faculty and staff.

Note: Any contract cancellation notice shall not relieve the RESPONDENT of the obligation to deliver and/or perform prior to the effective date of cancellation.

J. Cancellation of Contract by RESPONDENT

RESPONDENT must provide a minimum of ninety (90) days written notice of cancellation of contract to the A&M System regardless of the reason for said termination. Such notification must be sent to:

**The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, Ste 3rd Floor
College Station, TX 77840
Attn: Jeff Zimmermann**

K. RESPONDENT Payment/Billing Terms

Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the Chancellor's Office.

L. Civil Rights Requirements

All RESPONDENTS must comply with applicable civil rights laws.

M. Entire Agreement

A contract, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the contract. Any amendment or modification to the contract must be in writing and signed by the parties hereto.

N. Severability

It is understood and agreed that if any part, term, or provision of the contract is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

O. Modification of Service

TAMUS reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by TAMUS in writing.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.

P. Publicity

RESPONDENTS must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from TAMUS.

Information provided to RESPONDENT by TAMUS, including but not limited to information from the members, officers, agents, or employees of TAMUS or any of its members, and information provided to RESPONDENT by members of the public or any other third party shall belong to TAMUS.

Q. Independent Contractor

The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the A&M System or incur any obligation on the part of TAMUS without written authority of TAMUS. As an independent contractor, RESPONDENT will be solely responsible for determining the means and methods for performing the services described. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of TAMUS relative to conduct on its premises.

R. Confidentiality

In accordance with the Texas Public Information Act, Submittals could be subject to public review after the contracts have been executed. RESPONDENTs responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, and TAMUS accepts, in writing, the information as proprietary.

Information created, derived, or otherwise produced by RESPONDENT shall remain the exclusive property of RESPONDENT. RESPONDENT acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which RESPONDENT believes is confidential under Texas law will be clearly designated as such by RESPONDENT. In the event the A&M System receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, TAMUS will provide notice to RESPONDENT and RESPONDENT may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

S. Ownership of Documents

Upon completion or termination of any contract, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to TAMUS Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.

T. INSURANCE

The RESPONDENT shall obtain and maintain, for the duration of this project or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the RESPONDENT under this Agreement. The RESPONDENT shall assess its own risks and if

it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The RESPONDENT is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Insurance must be carried to at least the following minimum amounts:

<u>Coverages</u>	<u>Limit</u>
A. Worker's Compensation*	
Statutory Benefits (Coverage A)	Statutory
Employer's Liability (Coverage B)	\$500,000 Each Accident
	\$500,000 Disease/Employee
	\$500,000 Disease/Policy Limit
<i>* If this coverage is no any reason waived, the contractor, employees thereof, and sub contractors must sign a hold harmless and indemnification agreement.</i>	
B. Automobile Liability	
Owned Vehicles \$1,000,000	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000
C. Commercial General Liability	
Aggregate Limit	\$3,000,000
Each Occurrence Limit	\$1,000,000
Products / Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to Premises	\$ 100,000
Medical Payments	\$5,000
D. Professional Liability	\$1,000,000

Additional Endorsements

Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured.

RESPONDENT will provide certificates indicating such insurance is in force and effect within ten (10) working days after full execution of this Agreement, and such certificates must state that TAMUS will be notified in the event of cancellation of coverage. Failure to maintain insurance coverage as described above will be considered a default under this Agreement.

U. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall

submit written notice of a claim of breach of contract under this Chapter to the Chief Financial Officer for TAMUS, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.

V. VENUE

Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located. At the date of this RFQ, such county is Brazos County, Texas.

W. STATE AUDITOR'S OFFICE

RESPONDENT understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. RESPONDENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. RESPONDENT will include this provision in all contracts with permitted subcontractors.

- X. RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.

EXHIBIT A

**EXECUTION OF
RESPONSE TO REQUEST
FOR QUALIFICATIONS**

RFQ01 RISK-14-006
DATE: August 14, 2014

In compliance with this RFQ, and subject to all the conditions herein, the undersigned agrees to furnish any or all commodities or services.

A.1 RESPONDENT Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the RESPONDENT's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of RESPONDENT's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFQ by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the RESPONDENT hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner's option, and the RESPONDENT may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the RESPONDENT and to bind the RESPONDENT under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of The Texas A&M University System;
- (v) RESPONDENT has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFQ response;
- (vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;

- (viii) RESPONDENT complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by RESPONDENT as a member of its team that will engage in the practice of engineering will be selected based on demonstrated competence and qualifications only;
- (xi) if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the RESPONDENT's disqualification;
- (xii) under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xiii) under Section 2155.006, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

RESPONDENT should give Payee Identification Number (PIN) (Formally Vendor ID), full firm name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

Vendor/Company: _____

Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

* By signing this RFQ, RESPONDENT certifies that if a Texas address is shown as the address of the RESPONDENT, RESPONDENT qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4)

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

ATTACHMENT A



THE TEXAS A&M UNIVERSITY SYSTEM
OFFICE of HUB & PROCUREMENT PROGRAMS

**REQUEST FOR QUALIFICATIONS FOR
UTILITY COST REDUCTION SERVICES**

RFQ NUMBER RFQ01 RISK-14-006

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A-RESPONDENT'S SUBMITTAL

PROPOSAL FORMAT

1. Corporate Background and Experience

- Describe your firm's organizational structure, including any limited partnerships and how they are applied to this proposed project.
- How many years has your firm been in business under its present name?
- Indicate all other names by which your firm has been known and length of time known by each name.
- Include the address of your firm's website, if applicable.
- Describe your firm's general approach to energy performance contracting.
- List any equipment manufactured by your company that may be included with this project.
- Describe your willingness to include other manufacturers products
- List past or present litigation in which your company is a defendant pertaining to ESPC projects in Texas.
- List any contracts in Texas in the last ten years that were terminated by the owner prior to completion due to non-performance.
- List above information related to any previous business names.
- Identify and describe any business associations with equipment manufacturers or suppliers that might be specified for this project.

2. Key Project Personnel

Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:

- Professional resumes for key personnel and their responsibilities for the duration of the Contract.
- Indicate the education and professional licensing of each person as it relates to this project. Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.
- Clearly identify who will have primary technical responsibility for utility analysis, engineering and design work, contract negotiations, construction management, training, and performance monitoring.
- Provide an organizational chart that clearly describes your firm's project organization with supervisory reporting for this project.

3. Energy Performance Contracting Experience

- State how many years your firm has been in the energy/water performance contracting business.
- Describe the complete range of utility services and capabilities your firm offers: such as engineering, design, auditing, energy and water equipment selection and installation, operation and maintenance, commissioning, monitoring and verification, and training.
- List all services which your firm performs with your own employees.
- What types of services are usually subcontracted?
- Describe the process of subcontractor selection.

4. Project Team Organization (To be included if known at this time)

- Identify the services, name of the firms involved, and the principal contact for each service subcontracted for this project.

- Provide a project organization chart listing each subcontract team member and their area of responsibility to deliver this project.
- Include a description of projects that the firm and its proposed subcontractors have jointly performed.

5. Project Management Plan

Include a plan describing how your firm will manage subcontractors. Describe the processes that will be used for the assignment of tasks, project scheduling, and budget control, as well as capability to provide all services required for construction and implementation of retrofit projects on a performance contracting basis. Provide specific information on management of the following project phases:

- Detailed utility audit
- Engineering and design
- Procurement
- Construction
- Submittal drawings, equipment manuals, and warranties
- Commissioning
- Monitoring and verification
- Operations and maintenance, if required

Provide a timeline indicating necessary activities with a suggested schedule for implementing the detailed audit and project development plan through the procurement process, as referenced in the TAMUS Supplied Information.

6. Corporate Financial Information

The ESCO will provide audited financial statements including income statements, balance sheets, and statements of changes for the three (3) most recently completed fiscal years. If audited financial statements are not available, provide evidence of the level of third party review of the financial statements. ESCOs shall also provide documenting source(s) and levels of financing (e.g., a letter from a financial institution describing a relationship with the ESCO).

The ESCO shall provide a letter from its surety company demonstrating the ESCO's capability to provide a payment and performance bond associated with construction projects equal to one hundred percent (100%) of the estimated total implementation cost of this project. This cost includes construction costs and equipment purchased under this solicitation of an estimated [\$/] million project. The letter should also state the bonding capacity of the ESCO. See Exhibit I and II.

7. Risk Mitigating Strategies

Describe any risk minimizing strategies intended to protect the TAMUS.

8. Performance Contracting References

Discuss your project team's experience with Energy Performance Contracting projects at similar facilities. List references within the past five years indicating experience in conducting comprehensive utility efficiency and guaranteed savings programs of a similar nature to this project (at least two years of guarantee performance must be demonstrated). Include the following specific information for each project:

- Date
- Project title and location
- Name, address, and phone number of owner's representative
- Trade references from subcontractors
- Nature of your firm's responsibility

- Scope of work including types of utility conservation measures evaluated and installed with type of equipment used
- Total dollar contract amount and term in years
- Type of contract (guaranteed savings, shared savings, direct cost, etc.)
- Source of project funding
- Projected and actual project start and end dates
- Projected annual utility savings (dollars and kWh or BTUs and kW; mgallons)
- Actual and measured annual utility savings (dollars and kWh, kW, Mcf., etc.; mgallons)

9. Utility Savings Verification

Changes to the estimated utility savings can occur as a result of installation of additional mechanical, natural gas, and lighting equipment, expansion of operating schedule, and weather fluctuations. Explain how you will account for this and include an actual Utility Audit Report, Measurement and Verification Plan, and Periodic Utility Savings Report that your firm developed for a facility of similar size and scope.

Describe the methodology for calculating baseline utility consumption for a similar facility. If proprietary software is used, provide a copy of the manual.

Describe how your firm treats actual savings that exceed the guaranteed savings amount.

10. Operational Savings Verification

If operational (non-utility) savings are to be incorporated within the proposed project, address the following questions:

Do you use any of the following types of cost savings to help repay the financing of your project?

- Deferred Maintenance
- Man Power
- Materials
- Administrative Costs
- Scheduled or Unscheduled Equipment Replacement
- Outside Contracts
- Parts
- Equipment Repairs
- Other

Explain how these savings are calculated. Any savings used to calculate the payback must be guaranteed. Explain how you monitor and verify that operational savings have been realized. In the event that operational savings are not realized, what actions would be taken to rectify the shortcomings?

11. Financial Guarantees

Explain in detail how you will guarantee the savings associated with this project. Discuss the following areas in detail:

- Frequency of reconciliation
- Repayment of missed savings
- Treatment of "Operational" (non-utility) savings as they pertain to the guarantee
- Any situations that would void the guarantee
- If measured specific guarantees are or are not used, explain how and to what extent
- If stipulated savings are to be used, explain how and to what extent

12. Equipment and Training

Demonstrate expertise in building operations and maintenance training.

In terms of successfully completed projects, specifically discuss the following areas:

- Types of training
- Location of training
- Frequency of training
- Training provided by your personnel
- Training provided by others

13. Project Financing and Incentives

Financing capability will be evaluated. The ESCO will provide information that documents sources of proposed financing and specific projects that have used proposed financing sources. The ESCO shall also describe in detail how they intend to secure the annual savings project guarantee. Identify alternate financing options or incentives that may be available to the TAMUS for funding this project. Disclose any relationship, fee, or incentive the ESCO might have or receive related to this financial institution or transaction.

14. Contract Terms and Conditions

While TAMUS expects respondents to adhere to their standard contract terms and conditions, identify any contract provisions that the ESCO takes exception to. State any additional terms and conditions that your firm would include, particularly any the ESCO considers nonnegotiable.

15. Respondent's Questions

Please list any questions you have of the Owner that have not been addressed up to this point.

PAYMENT BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, _____, as Principal, and _____
_____, as Surety, are hereby held and firmly bound unto the State of Texas in the
penal sum of: _____
Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind
themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these
presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract
(the "Contract"), which Contract is incorporated into this Payment Bond by this reference, with the State of
Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee,
dated _____ for the _____
_____ Project No. _____.

NOW, THEREFORE, if the Principal shall promptly make payments to all claimants, as defined
in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work
provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full
force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and
material in the prosecution of the Work provided for in said Contract, and all such claimants shall have a
direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract or to the Work to be performed under the Contract shall
in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under
the Contract.

The Surety agrees to pay the State of Texas upon demand all loss and expense, including
attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of
this obligation by the Surety.

IN WITNESS WHEREOF, the Principal and Surety have duly signed and sealed this instrument
this _____ day of _____, 20____.

_____, Principal

(PRINCIPAL'S SEAL)
if a corporation)

By: _____
Name: _____
Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____
Name: _____
Attorney-in-Fact

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Performance Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated _____ for the _____, Project No. _____

NOW, THEREFORE, if the Principal shall faithfully perform the Contract in accordance with the Contract Documents, including any warranties, and shall fully indemnify, and save harmless the State of Texas from all costs and damage that the State of Texas may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the State of Texas all outlay and expense that the State of Texas may incur in making good any such default or failure to perform, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the Obligee for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract or to the Specifications accompanying the same shall in any manner affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The Surety agrees to pay to the State of Texas upon demand all loss and expenses, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

This Bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

IN WITNESS WHEREOF, the Principal and Surety have executed and sealed this instrument this _____ day of _____, 20____.

_____, Principal

(PRINCIPAL'S SEAL if a corporation)

By: _____
Name: _____
Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____
Name: _____
Attorney-in-Fact