

Submit to: **FLORIDA A&M UNIVERSITY**
Via Bonfire Web Portal



INVITATION TO NEGOTIATE (ITN) Acknowledgement Form

Bonfire:

<https://famu.bonfirehub.com/opportunities/private/3304761786e8cce74820261471b06a90>

Tallahassee, Florida 32307-3200
Telephone Number: (850) 599-3203

Page 1 of 38 Pages	NEGOTIATIONS WILL BE OPENED April 24, 2018 @ 2:00 PM (EDT) <small>and may not be withdrawn within 90 days after such date and time.</small>	ITN NO. 0004-2018
RELEASE DATE: 12/22/2017	NEGOTIATIONS TITLE: Energy Savings Performance	

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR VENDOR NUMBER:

VENDOR NAME	REASON FOR NO RESPONSE			
VENDOR MAILING ADDRESS	<p align="center">POSTING OF NEGOTIATION TABULATIONS</p> <p>Negotiation tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and University Regulation 6.005 (9) (k), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.</p>			
CITY-STATE-ZIP				
<table border="1"> <tr> <td>AREA CODE:</td> <td>TELEPHONE NUMBER:</td> </tr> <tr> <td></td> <td>TOLL-FREE NUMBER:</td> </tr> </table>		AREA CODE:	TELEPHONE NUMBER:	
AREA CODE:	TELEPHONE NUMBER:			
	TOLL-FREE NUMBER:			
<p><i>I certify that this negotiation is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. . I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In conducting negotiations with Florida A&M University, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the respondent.</i></p>	<p align="center">_____ AUTHORIZED SIGNATURE (MANUAL)</p> <p align="center">_____ AUTHORIZED SIGNATURE (TYPED) & TITLE</p>			

GENERAL CONDITIONS

- NEGOTIATION:** Negotiation must contain an original manual signature of authorized representative in the space provided above. Negotiation must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or FAMU Vendor number shall appear on each pricing page of the proposal as required.
- NO RESPONSE:** If not submitting a negotiation package, respond by returning only this Invitation to Negotiate acknowledgement form, marking it "NO RESPONSE" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO RESPONSE", and it must be received no later than the stated proposal opening date and hour.
- NEGOTIATION OPENING:** Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the bidder's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 10 calendar days, or date of award, whichever is sooner. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.
- PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the University and State of Florida.
 - SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - MISTAKES:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.
 - ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**
 - PAYMENTS:** In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University's ombudsman may be contacted at (850) 599-2978.
 - Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.
 - The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.
 - The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

5. TAXES: FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form.

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and Bidders must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Respondents are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this negotiation shall conform to applicable University Regulations.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- Contractor's name being removed from the Purchasing vendor mailing list.
- All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all procurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this Invitation to Negotiate and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this proposal the proposer shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, the Florida of Governors, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder's facilities at any time with prior notice.

20. ADDITION/DELETION OF ITEMS: The University reserves the right to add to or delete any item from this negotiation or resulting contract when deemed to be in the University's best interest.

The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

e) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.

21. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.

b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.

c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.

d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

23. AS SPECIFIED: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. NEGOTIATION PREPARATION: All costs associated with responding to this ITN are the sole responsibility of the Vendor.

25. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. In addition to the provisions of the Renewal Paragraph, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

26. RENEWAL: The Purchaser reserves the option to renew the period of this contract or any portion thereof, for an additional term not to exceed the original contract period unless the original contract period is 24 months or less in which case the contract may be renewed up to 2 one year periods. Renewal of the contract period shall be by mutual agreement in writing.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY's Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

PUR 7105 (Rev 06/09)

INVITATION TO NEGOTIATE

ITN No.: 0004-2018

ENERGY SAVINGS PERFORMANCE

Refer ALL Inquiries to:

Office of Procurement Services
Florida A & M University
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307
(850) 599-3203 (Office)
(850) 561-2160 (Fax)

Bonfire:

<https://famubonfirehub.com/opportunities/private/3304761786e8cce74820261471b06a90>

E-mail:
Purchasing@famuedu

SPECIAL CONDITIONS

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1.0 INTRODUCTION

1.1 GENERAL INFORMATION

Florida Agricultural & Mechanical University (FAMU) is soliciting proposals for a guaranteed energy, water, and wastewater performance savings contract with a guaranteed energy, water, and wastewater performance savings contractor to reduce energy or water consumption, wastewater production, and/or energy-related operating cost of FAMU through one or more energy, water, or wastewater efficiency measures.

1.2 DEFINITIONS

BAFO: Best and Final Offer

ENERGY, WATER, AND WASTE-WATER EFFICIENCY AND IMPROVEMENT MEASURE: a training program incidental to the contract, facility alteration, or equipment purchase to be used in new construction, including an addition to existing facilities or utility infrastructure, which reduces energy or water consumption, wastewater production, utility-related operating costs or enhances revenues and includes, but is not limited to:

1. Insulation needed on building systems within the buildings in this projects' scope of work
2. Window and door system modifications that reduce energy consumption.
3. Enhancements or replacements to existing energy management systems.
4. Heating, ventilating, or air-conditioning system modifications or replacements.
5. Replacement or modifications of interior and exterior lighting fixtures to increase the energy efficiency of the lighting system, which, at a minimum, shall conform to the Federal, State and Local Building Codes.
6. Energy Controls and Management Systems utilized in the MEP campus systems.
7. Energy recovery systems.
8. Energy conservation measures that provide long-term operating cost reductions and significantly reduce BTU consumed.
9. Renewable energy systems, such as solar, biomass, and geothermal.
10. Devices which reduce water consumption or sewer charges, including but not limited to irrigation, fire and plumbing systems.
11. Storage systems, such as fuel cells and thermal storage.
12. Generating technologies, such as micro turbines and Co-Generation.
13. Waste Management
14. Any necessary repairs to or any new Utility meter technology that increases meter accuracy, provides enhanced customer service, or decreases operating costs.
15. Any other repair, replacement, or upgrade of existing equipment.

ESCO (also referred to as “Respondent” or “Private Entity”): Energy Performance Savings Contract

FAMU: Florida A&M University

GUARANTEED ENERGY, WATER, OR WASTEWATER BENEFITS: a measured reduction in the cost of fuel, energy, or water consumption, wastewater production, and stipulated operation and maintenance created from the implementations of one or more energy, water, or wastewater efficiency or improvement measures, when compared with an established baseline for the previous cost of fuel, energy, or water consumption, wastewater production, and stipulated operation and maintenance. Alternately, utility infrastructure benefits shall relate to the measured increase in billable production when compared to an established baseline. The combination of measured reduction in facility operating costs and the measured increase in billable utility meter production is equal to the total guaranteed energy, water, or wastewater benefits.

INVESTMENT GRADE ENERGY AUDIT: a detailed energy, water, and wastewater audit, along with the accompanying analysis of proposed energy, water, and wastewater improvement measures and their costs, savings, and benefits prior to entry into an energy savings contract.

INVESTMENT GRADE ENERGY AUDIT REPORT: the written report, which is issued by the vendor to FAMU to summarize the vendor's findings based upon the energy audit of energy savings at FAMU, identified specific locations.

ITN: Invitation to Negotiate, method of formal competitive solicitation

RESPONDENT: A company/firm that responds in full to the requests of this ITN and wishes to be considered as a candidate for the Executive Search Services Agreement as described herein

RESPONSE: The material submitted by the Respondent in answering this ITN

UNIVERSITY CONTRACT ADMINISTRATOR: The University's single point of contact for the Vendor/Contractor. Responsible for overseeing day-to-day operations of the contract on behalf of the University

UNIVERSITY/FAMU: Florida A&M University, its employees, officers, and agents University Sole Point of Contact The Respondent's single point of contact at the University for the purpose of this ITN

VENDOR/CONTRACTOR/FIRM: The company, its employees, and officers, engaged by Florida A&M University to provide Executive Search Services to the University

VENDOR CONTRACT ADMINISTRATOR: The Contractor's single point of contact for the University. Responsible for overseeing day to day operations of the contract for the Contractor

2.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

2.1 ATTENTION TO RESPONDENTS

Any intended Respondent is solely responsible to check the Bonfire Web Portal seventy-two (72) hours before the closing time of this ITN to verify that the Respondent has reviewed any and all addenda that may have been issued for this ITN.

Any Addendum issued to Respondents prior to the proposal opening date shall include an addendum acknowledgment form. Since all addenda become a part of the response, all addenda must be signed by an authorized Respondent representative and returned with the response on or before the response opening date. Failure to sign and return any and all addendum acknowledgements may be grounds for rejection of the response.

2.2 INQUIRIES

The University will not give verbal answers to written or verbal inquiries regarding negotiation considerations prior to or after the selection process of this ITN. A verbal statement regarding this ITN by a University person shall be non-binding. All Respondents must submit all inquiries regarding this ITN in writing to the University Sole Point of Contact. Questions regarding the ITN shall be submitted in writing no later than the date shown in the Calendar of Events as the last day to submit questions. Written responses to all questions shall be the University's official response.

All questions and answers asked by all registered Respondents will be posted on the Bonfire Web Portal on or before the date shown in the Calendar of Events.

Respondents are responsible to ensure that the University Sole Point of Contact has their point of contact with all pertinent information including but not limited to name, electronic mail address, physical address including city, state, and zip code, and phone and facsimile numbers.

2.3 UNIVERSITY SOLE POINT OF CONTACT

This ITN is issued by the Office of University Purchasing, Florida A&M University, which is referred to herein as the "University Sole Point of Contact".

The address for the University Sole Point of Contact for all correspondence with regard to this ITN is:

Cheryl Beasley
Florida A&M University
Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307
Phone: (850) 599-3203
Fax: (850) 561-2160
Email: cheryl.beasley@famu.edu

The Respondent shall not communicate with any officer, agent, or employee of Florida A&M University, to include but not limited to, any officer, agent or employee of the Board of Trustees, except with the Sole Point of Contact identified in this section, concerning this ITN. The University reserves the right to **reject** Respondents Response if this provision is violated.

3.0 PURPOSE

The intent and purpose of this ITN is to enter into a guaranteed energy, water, and wastewater performance savings contract with a guaranteed energy, water, and wastewater performance savings contractor to reduce energy or water consumption, wastewater production, and/or energy-related operating cost of FAMU through one or more energy, water, or wastewater efficiency measures.

FAMU requests proposals from qualified contractors for the provisioning of Guaranteed Energy Savings Contracting. Pursuant to §489.145 F.S., 287.055 F.S. and 287.057. FAMU is seeking qualifications from interested Energy Performance Savings Contractors (ESCOs) capable of providing comprehensive energy management and energy-related capital improvement services for FAMU Facilities and Infrastructure.

The guaranteed energy, water, and wastewater performance savings contractor must be a person or business that is licensed under Chapter 471 or Chapter 481 FS, is an approved contractor on the Department of Management Services Energy Savings Contract number 973-320-08-1, ITN No. 24-973-320-X, and is experienced in the analysis, design, implementation, or installation of energy, water, and wastewater efficiency and improvement measures through energy performance contracts.

In lieu of the above criteria, “an approved contractor on the Department of Management Services (DMS) Energy Savings Contract number 973-320-08-1, ITN No. 24-973-320X”; a proposer for qualifying ESCO may apply under these criteria. Any ESCO contractor who is not in the DMS Energy Savings contractor list must meet ALL the following criteria:

1. Hold a current Florida license as a General Contractor and Mechanical Contractor, with an additional contracting license in either the Plumbing or Electrical trade.
2. Have (3) Florida licensed Professional Engineers directly employed by the contractor.
3. Must have held a valid Mechanical Contractor license in Florida for at least 10 years.
4. Completed a minimum of ten (10) Performance Contracting projects at not less than a total value of \$150 million.

Firms/teams interested in providing services to FAMU are hereby notified that a sealed Proposal for providing the requested services in response to this ITN will be accepted until **2:00 PM (EDT), April 24, 2018**, and must be received by mail or delivered in hand to:

Cheryl Beasley
Florida A&M University
Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307
Phone: (850) 599-3203
Fax: (850) 561-2160
Email: cheryl.beasley@famuedu

FAMU will not accept proposals received after this deadline.

The Proposal is limited to 50 informational pages (Do not include page tabs or table of content in the count) and shall be presented in a three-ring binder format. Respondent must provide one (1) original and three (3) copies plus one (1) electronic copy of the Proposal submitted in a sealed package clearly labeled with the ITN title and the name of the submitting firm/team. Sample Investment Grade Energy Audit and Customer Savings Report required in Section 11.0, are not included in the ITN's 50-page limitation.

The format of the Proposal shall be in strict conformance to stipulated criteria in Instructions to Submitting Firms/Teams and the Selection Process.

4.0 PROJECT DESCRIPTION

FAMU desires to secure the services of ESCO for a full range of energy services and energy related capital improvements (financed through a guaranteed performance-based contract at no initial capital cost to FAMU). Any stipulated energy and/or non-energy 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 FAMU.

All contracts must comply with the statutory provisions contained in 489.145 F.S. All project costs shall be financed and paid from the savings; with 100% of the savings above the guaranteed amount to be the sole property of FAMU.

5.0 CONTRACTUAL PROVISIONS

Key elements that must be provided for any contract that FAMU enters into will minimally include the following:

- A. The contract must comply with the statutory provisions contained in 489.145 F.S.
- B. FAMU retains final approval over the scope of work.
- C. A guaranteed energy, water, and wastewater performance savings contract must include a written guarantee
- D. The guaranteed energy, water, and wastewater performance savings contract must provide that all payments, except all obligations on termination of the contract before its expiration, may be made over by FAMU and that the annual savings are guaranteed to the extent necessary to make annual time, but not to exceed 20 years from the date of complete installation / implementation and acceptance payments to satisfy the guaranteed energy, water, and wastewater performance savings contract.
- E. The guaranteed energy, water, and wastewater performance savings contract must require that the ESCO provide a 100% Public Construction Bond to FAMU for its faithful performance as required by 255.05 F.S.
- F. The guarantee energy performance savings contract shall require the ESCO provide to FAMU an annual reconciliation of the guaranteed or associated cost savings. If the

reconciliation reveals a shortfall in annual energy or associated cost savings, the ESCO is liable for such a shortfall. If the reconciliation reveals an excess in annual cost savings, 100% of the savings above the guaranteed amount to be the sole property of FAMU.

6.0 SCOPE OF SERVICES

An ESCO must have the demonstrated capability in performance contract engineering and construction to provide a range of energy, water and operating improvement services within the State of Florida. Services may include but are not limited to the following:

- 3.1 Project approach and development plan
- 3.2 Investment Grade Savings Audit approach and schedule to evaluate costs and savings of a variety of energy, water and/or operational savings measures.
- 3.3 Engineering and design Services for all systems included in the project
- 3.4 Equipment and system procurement, purchasing and installation
- 3.5 Construction Management approach in an active campus environment.
- 3.6 Methodology for assuring seamless work continuance in the event sub-contractor default or bankruptcy
- 3.7 Safety program and safety history
- 3.8 Sources of project financing
- 3.9 Staff training on routine maintenance and operation of systems
- 3.10 Develop and implement energy awareness and improvement programs for FAMU staff and administrators utilizing mixed media methods
- 3.11 Performance guarantee monitoring
- 3.12 Performance guarantee model and methodology for FAMU project
- 3.13 Identification and evaluation of all available Demand Side Management energy conservation related incentives or grants.
- 3.14 Facilitate maximum participation in all available incentives, rebates and grants, when applicable and proven cost effective.
- 3.15 Three-years workmanship and performance warranty, monitor and repair maintenance, on FAMU's campus sites.
- 3.16 Systems to be reviewed:
 - A. Governmental & Administrative Facilities – Energy, Water, and Operational Expending Systems. Lighting, lighting controls, plumbing fixtures, HVAC systems, HVAC controls, Energy Management controls, water heating, building envelope opportunities, waste management/recycling, and other designated systems where a short- and long-term operating efficiency can be achieved.
 - B. Exterior Lighting Systems - Roadway, pathway, and outdoor area lighting systems, lighting controls, and lighting optimization strategies.
 - C. Exterior Water & Irrigation Systems - Field, park, green space and other outdoor area watering systems, controls, and optimization strategies.

7.0 CONTRACT PERIOD

The guaranteed energy, water, and wastewater performance savings contract may extend beyond the fiscal year in which it becomes effective; however, the term of any contract expires at the end of each fiscal year and may be automatically renewed annually for up to 20 years, subject to FAMU making sufficient annual appropriations based upon continued realized

energy, water and wastewater savings.

11.0 **AWARD**

Any award will be based on the selection committee recommendation and approval by the FAMU Board of Trustees.

9.0 **PROPOSED CALENDAR OF EVENTS**

Respondents should review and become familiar with the Calendar of Events timeline. The dates and times of each activity within the timeline may be subject to change. It is the sole responsibility of the Respondent to check for any changes. All changes to the Timeline will be made through an addendum to this solicitation and posted via Bonfire Web Portal at: <https://famu.bonfirehub.com/opportunities/5779>

EVENTS	DATE
A. ITN issued and Advertised	December 22, 2017
B. University Pre-Bid Meeting and Site Visit	February 15, 2018
C. ESCO Energy Audit Walk-through	March 10-18, 2018
D. Deadline for Respondents to submit written questions to FAMU	April 2, 2018
E. University provides responses to questions via Addendum to be posted on the Bonfire Web Portal NOTICE OF POSTING WILL NOT BE SENT	April 9, 2018
F. Written ITN Responses due to the University Location for delivery via Bonfire Web Portal	April 24, 2018 (2:00 PM, EDT)
<i>Responses delivered after 2:00 PM EDT or to any location other than the addresses shown above are subject to rejection without evaluation</i>	
G. Evaluation Committee will begin their evaluations	May 7, 2018
H. Evaluation Committee will complete evaluations and Rank proposals according to the evaluation criteria	May 9, 2018
I. Conduct interviews/oral presentations/negotiations (if needed) Note: Dates shown are estimates and are subject to change	May 15-18, 2018
J. Negotiation Team Recommendation Contract Award	May 21, 2018
K. President/Board of Trustees Approval of Recommendation	June 4, 2018
L. Posting of Award to Successful Respondent	June 10, 2018

for a period of 72 hours

M. Anticipated Contract Execution Date

TBD

10.0 INSTRUCTIONS FOR SUBMITTING ITN

A. General

Each Respondent must submit a response via the Bonfire Web Portal. Bonfire submission instructions can be found in Appendix 24.0. In addition, each Respondent must submit one (1) signed original Response, seven (7) paper (hard) copies of the original signed Response, and one (1) electronic media (USB Drive) with the Response in either the Microsoft Word or Adobe PDF format.

1. The original response shall be in a separate envelope, clearly marked original. Copies may be submitted in bulk.
2. The outer carton of the response shall include the ITN number, name and due date. Your response shall include the information and required submittals described in the Content section, tabbed and numbered as shown in Section 11.0B, with all information appearing in the Tab in which it was requested.
3. Questions and requests for information may not be rearranged, regrouped, or divided in any way.
4. All information and required submittals requested SHALL BE in hardcopy form and included in your written response. Responses shall not refer the university to electronic media such as websites; CDs, disks, USB drives or tapes in order to obtain the required information or submittals.
5. Information submitted that is not requested by the university may be considered supplemental.
6. Any information or required submittals that cannot be incorporated behind the appropriate numbered tab due to size or binding must be referenced behind the proper tab with a statement indicating where this information can be found in your response.
7. Documents received late will not be accepted. It is the Firm's responsibility to have the documents in the Office of Procurement Services prior to the stated time.
8. The ITN document, associated responses, and related meetings; except negotiations are subject to the State of Florida "Sunshine Laws" and shall not be considered to be confidential.
9. The Responses shall be addressed to:

Cheryl Beasley
Florida A&M University
Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307
Phone: (850) 599-3203
Fax: (850) 561-2160
Email: cheryl.beasley@famu.edu

10. Responses shall be received no later than **April 24, 2018 at 2:00 PM (EDT) 2018.**
11. Responses received after the submission date and/or time shall not be considered.

The Invitation to Negotiate (ITN) is two-phase process for securing services.

Phase 1 - Written Requirements. The responses received to this ITN will be evaluated and ranked by a selection Team in accordance with the process and evaluation criteria contained in Section 12.0. The selection team will short-list no less than three (3) firms/teams to proceed to the oral presentation.

Phase 2 - Oral Presentation. The selection team will evaluate and rank the firms/teams based on presentations in accordance with the process and evaluation criteria contained in Section 12.0.

B. Additional Information / Addenda

Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately in writing to the jurisdiction and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing no later than April 2, 2018, at 5:00 PM (EDT). Request for additional information or clarifications will be received by email or letter. The request must contain the submitter's name, address, phone number, facsimile number, and email address and addressed to:

Cheryl Beasley
Florida A&M University
Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307
Phone: (850) 599-3203
Fax: (850) 561-2160
Email: cheryl.beasley@fam.u.edu

FAMU will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Submitters should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the ITN and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of the proposal. Proposers shall submit the Addendum Acknowledgment form attached hereto as Attachment D.

C. Insurance Requirements

ESCO shall not commence any work in connection with this contract until obtaining, at a minimum all of the types of insurance enumerated below and having such insurance approved by the University. The Respondent shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The ESCO shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the Florida A&M University Board of Trustees, State Board of Governors and the State of Florida as additional named insureds.

Requirements

1. ESCO will be required to obtain a Performance Bond.
2. The ESCO will be required to provide a 100 percent public construction bond in a form containing all obligations required by Florida Law and executed by a surety company satisfactory to FAMU and licensed to do business in Florida.
3. ESCO shall require a bond or sub-guard insurance on subcontracts of \$25,000 or greater.
4. Errors and Omissions Professional Liabilities Insurance will be required for the Design Professional(s).
5. The ESCO must secure and maintain, during the life of this agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is sublet, the ESCO shall require the satisfactory to the University, for protection of the employees not otherwise protected.
6. The ESCO must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the ESCO and its officers, employees, servants, agents, and University from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the ESCO or by anyone directly or indirectly employed by the ESCO and the amounts of such insurance shall be for, at a minimum, the amounts as follows:
7. The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any ESCO's insurance policy. The payment of such deductible is solely the responsibility of the ESCO obtaining the insurance.
8. The ESCO must secure and maintain the following during the life of the Agreement for the Design, Construction, and Development of the project:
 - a. Professional Liability Insurance- \$3,000,000
 - b. Builder's Risk Insurance- Replacement Value
 - c. Performance Bonds- Construction Contract Amount
 - d. Payments Bonds- Construction Contract Amount
 - e. Exclusions and deductibles to the above requirements are not allowed

	Coverage	Minimum Limits of Liability
1.	Commercial General Liability Each occurrence	\$ 1,000,000
	Each aggregate	\$ 2,000,000
2.	Business Auto Liability Insurance	
	Combined Single limit	\$ 1,000,000
3.	Umbrella or Excess Liability	\$12,000,000

D. Special Conditions

1. By making a submission, the firm/team agrees to comply with all applicable federal, state and local statutes and regulations
2. Employ directly or as an integral member of the ESCO team, three (3) registered professional engineers (PE), licensed in the State of Florida, proficient in mechanical, electrical, and plumbing must review and approve ALL designs, drawings and specifications required for the procurement and installation of equipment for a complete system under this contract.
3. ESCO must have executed Energy Savings Performance Contracts in the College and/or University setting in the last five (5) years and have at least ten (10) active Performance Contracts in progress within the area of the southern United States.
4. ESCO must also have fully completed at least three (3) years of Savings Guarantees in at least five (5) Performance Contracts in the College and/or University field and show the audited savings results.
5. ESCO must have extensive internal experience in information technology & security installation and development field under a performance contract or energy services agreement.
6. Responses to this Invitation to Negotiate shall be delivered to the Office of Procurement Services, Florida A&M University, 2380 Wahnish Way, Suite 214, Tallahassee, Florida 32307, no later than 2:00 PM (EDT) according to the official time stamp clock located in the University's Office of Procurement Services Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the ITN that arrive after 2:00 PM (EDT) will be rejected in the University's sole discretion. These proposals will be returned unopened to the ESCO. Proposals and/or amendments will not be accepted at any time via facsimile or electronic mail. At a date and time April 24, 2018 and 2:00 PM (EDT), all timely ITN Proposals received will be opened and receipt of documents recorded.

If the ESCO elects to mail/ship its ITN Proposal package, the ESCO must allow sufficient time to ensure the University's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is solely the

responsibility of the ESCO to ensure that the ITN Proposal package arrives at the University's Office of Procurement Services Department no later than TDB.

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: ITN No.0004-2018.

All proposals submitted must include on our standard Invitation to Negotiate Form signed.

7. Right to Terminate

In the event any of the provisions of the contract are violated by the successful Respondent, the University may serve written notice upon ESCO of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the ESCO, the contract shall cease and terminate. The liability of the ESCO and/or his surety for any and all such violation(s) shall not be affected by any such termination.

8. Cancellation

For the protection of both parties all contractual obligations shall prevail for at least 90 days after the effective date of the contract. After that period, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

9. Force Majeure

No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

10. Standards of Conduct

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential ESCO to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

11. American with Disabilities (ADA)

The Respondent awarded this proposal/proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify the Office of Procurement Services at (850) 599-3203 at least five (5) working days prior to the scheduled event.

12. Public Records

Sealed proposal responses received by the University pursuant to Invitation to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the University provides notice of a decision or intended decision pursuant to Florida Statute Chapter 120 or within ten (10) days after the proposal opening, whichever is earlier.

The University reserves the right of unilateral cancellation for refusal by the ESCO(ies) to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the ESCO(ies) in conjunction with this resulting contract

13. Equal Opportunity Statement

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a ESCO under this agreement, the ESCO commit to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.
- B. If the Respondent expects to receive \$25,000 in Revenues during the first 12 months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response. Sample certificate attached.
- C. If the Respondent expects to receive \$60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the Respondent expects to receive \$60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the ESCO, subject to review upon request by the user agencies of this agreement.

14. Public Entity Crimes

Any person or affiliate who has been placed on the convicted ESCO list

following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the - threshold amount provided in the University Regulation 4.02030(1), for a period of 36 months from the date of being placed on the convicted ESCO list.

15. **Lobbying**
The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids.
16. **Taxes**
The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The ESCO shall pay all personal property taxes on leased equipment and all taxes based upon net income.
17. **Licenses**
In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.
18. **Certification**
In accordance with Section 112.3185, Florida Statutes, the ESCO hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by ESCO shall be grounds for cancellation of this Agreement by the University.
19. **Indemnification**
ESCO agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, Florida A&M University, and the Florida A&M University Board of Trustees, a public body corporate, and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of ESCO and/or ESCO's officers, employees, agents and contractors, in connection with this Agreement.
20. **Relationship of Parties**
It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint

ventures, or any similar relationships between the parties hereto, or as constituting ESCO as the agent or representative of the University for any purpose in any manner whatsoever. Respondent is not authorized to bind University to any contracts or other obligations. Respondent shall not expressly or impliedly represent to any party that Respondent and University are partners or that ESCO is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

21. Technology Provided

The University's expectation is that Respondent shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

22. Minority Business Enterprise (MBE)

Florida A&M University actively encourages the continued development and economic growth of small, minority, service disabled veterans and women-owned businesses. Central to this initiative is the participation of a diverse group of Respondents doing business with the University. To this end, it is vital that small, minority, service disabled veterans and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors. Small, minority, service disabled veterans and women-owned business enterprises are strongly encouraged to submit replies to solicitations, or to contact larger suppliers about subcontracting opportunities.

23. Federal Debarment

By signing this bid/proposal, the ESCO certifies, to the best of its knowledge or belief, that the ESCO and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

24. Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All Respondents must disclose with their response to this ITN the name of any officer, director, or agent who is also an employee of the University. Further, all Respondents must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the ESCO's firm or any of its branches.

By submitting a response to this ITN without such information, the Respondent certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by ESCO shall be

grounds for cancellation of the Contract. By submitting a response to this ITN, the ESCO acknowledges its agreement that the awarded ESCO(ies) will not be eligible to submit a response to any future solicitation to identify an ESCO for the FAMU Energy Savings Project.

25. Notice of ITN Protest Bonding Requirements

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 F.S., shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

26. Compliance with Laws

ESCO shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If ESCO receives an award as a result of the ITN, ESCO shall continue to comply with the foregoing laws, regulations, and policies.

If ESCO fails to comply with the requirements of this item, the University, in its sole discretion, may disqualify ESCO, or, if ESCO has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that ESCO is in default.

27. Term of Agreement and Renewal

The term of this Agreement will be for the term of the leasehold agreement with the Respondent.

28. Disclaimer

The University reserves the right to request additional information, or clarifications of material submitted by your firm during the ITN selection process.

Any representations or statements made within this ITN shall not be considered a contractual obligation by the University and your team entities shall not be entitled to rely upon them. The University reserves the right to reject any and all submittals and to identify and select the firm which the University, in its sole and absolute discretion, deems most qualified.

The Respondents shall be solely and totally responsible for all costs associated with responding to this ITN, and the University accepts no responsibility with regard thereto. Submissions will become the property of the University.

11.0 QUALIFICATIONS PROCESS

A. Selection Team

The Proposals received in response to this ITN will be evaluated and ranked by a Selection Committee. The Selection Team will select (short-list) no more than three (3) firms/teams to give a presentation at a date to be determined by the Selection Team. (Refer to Calendar of Events)

B. Evaluation Criteria

The following Criteria are intended to provide the Selection Committee with information regarding the qualifications of each proposing ESCO. Proposals shall respond to each of the Criteria in the same order listed below.

1. Title Page (Tab 1)
Show the ITN number, title, the name of the ESCO, address, telephone number, fax number, email address and the date.
2. Table of Contents (Tab 1)
Include a clear identification of the material by section and by page number.
3. Proposal Letter (Tab 1)
Provide a letter stating your intent to qualify for this project under provisions of Section 3.0 of this document. Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, telephone numbers and email addresses.
4. Firm Profile (Tab 2)
Provide an overview of your firm and general firm information.
5. Project Understanding (Tab 2)
Clearly demonstrate your firm/team's understanding of the scope of the project. Present a concise outline of specific services your firm/team is qualified and prepared to provide for the project.
6. Project Team & Qualifications (Tab 3)
 - a. Provide information describing the Proposers' experience with providing energy cost savings services to other colleges and universities.
 - b. Identify the ESCO team, their relationship and accountabilities within the project.
 - c. Indicate key personnel and their relationship to this project and other team members. Provide an organization chart identifying ESCO personnel proposed for the project.

- d. Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience in energy cost savings services.
- e. Provide certifications (e.g. National Association of Energy Services Companies, US Department of Energy).
- f. Submit proof of the College and/or University Performance Contract projects that have completed a 5-year savings history and at least three (3) College and/or University Performance Contract Projects implemented within the last five (5) years. As a separate document, but part of the Attachment B submittal, provide an excel spreadsheet showing all completed and open guarantees with College and/or University performance projects.

7. Similar Project Experience/Client References (Tab 4)

Complete Project History forms for at least two (2) energy performance contracting College and/or University projects located within the area of southern United States currently under contract with your firm that are in repayment with at least one full year's worth of savings data. Your response should include projects that have been managed directly by the specific branch, division, office or any individual in such branch, division, or office that will be specifically assigned to this project. Complete Attachment B.

Provide a minimum of three (3) references from performance contract projects in the South for College and/or University clients under construction within the last five years. Complete Attachment C.

Provide samples of the following (2 Copies Only):

- a. Sample Investment Grade Energy Audit from a College and/or University or similar.
- b. Sample Annual Savings Report from a College and/or University or similar.
- c. Proof and examples of knowledge and experience with utility Demand Side Management (DSM) conservation incentive programs.
- d. Proof and examples of knowledge and experience with leveraging utility rate options or alternative rates for maximum cost savings.

8. Performance Results (Tab 5)

Describe your firms' performance record, specifically, the results of Performance Contracting projects. List at least three (3) completed College and/or University projects.

- a. Show the project size, date the project was completed and the cumulative energy savings guarantee and actual results over the term of the guarantee. Cost avoidance and maintenance contracts are not to be included in the savings calculation but noted.
- b. Those projects that did not reach the guaranteed results, briefly specify the reason for the missed guarantee and the actions that were taken to

meet the compensation requirements.

9. Innovation (Tab 6)
Please provide your firm's approach to Innovation on this Performance Contract Project. Identify and discuss any of the services, or method of approach to the services, which your firm/team believes to be either "unique" or "outstanding", or which is recognized as giving your firm/team a competitive edge or advantage.
10. Financial Strength (Tab 7)
 - a. Provide information indicating financial capability of the firm to provide the resources required on this Performance Contract Project.
 - b. Provide information indicating at least two (2) successful financial structures in the southern United States, showing innovative structures, your firm offers, including shared-savings structures. Provide examples of how your firm has utilized innovative financial structures.

12.0 SELECTION PROCESS

The selection process shall be conducted as follows:

A. Short-List

The responses received in response to this ITN will be evaluated and ranked by a Selection Committee in accordance with the evaluation criteria contained in Section 11.0 and utilizing the attached Evaluation Criteria Rating Sheet. A ranking shall be established as outlined in Section 12.0C. The Committee will select (short-list) firms to give a presentation, May 15-16, 2018, to the Selection Committee. (Refer to the Calendar of Events)

No information will be released by FAMU after the due date for submission of the Proposals until the selection of the short-listed firms has been made. All submitting firms will receive notification of the firms selected (shortlisted). The ranking established for Short-listing will not carry forward to the next portion of the process.

B. Presentation

The short-listed firms/teams will make oral presentations to the Selection Team on the date shown in Section 9.0 of this ITN. The short-listed firms/teams will be given 45 minutes for an oral presentation and 15 minutes for questions. The format of the presentation should be structured to clearly address the Evaluation Criteria contained in Section 10.0. Presentation boards and handouts are acceptable. The short-listed firms are responsible to provide their own Audio/Video capabilities, if necessary. Under no circumstances will the total time of one hour be exceeded. The Selection Committee will evaluate and rank the firms based on the proposal submittals and presentations in accordance with the process and evaluation criteria contained in Section 11.0. A ranking shall be established as outlined in Section 12.0C.

C. Evaluation Criteria Rating Sheet

The Selection Committee will evaluate the Proposals received in response to this ITN based on the Evaluation Criteria in Section 11.0. Each evaluation committee member will score, in writing, each proposal on the Selection Criteria Rating Sheet (Attachment A). Each evaluation committee member shall enter his/her comments, if any; regarding the proposal and then sign, the completed score forms.

Each committee member shall total the sum of scores given to each firm to get a grand total score and then establish a ranking of each firm by assigning the firm with the highest score a number 1, and then the next highest firm with a number 2 and so on until each firm is ranked. A total rank of each firm is established by totaling the evaluation committee member ranking of all firms. The highest ranked firm is the firm with the lowest total.

Example:

	Company A	Company B	Company C
Committee Member 1	1	2	3
Committee Member 2	2	1	3
Committee Member 3	1	3	2
Committee Member 4	1	2	3
Committee Member 5	2	1	3
Total Rank	7	9	14
Rank	1	2	3

The Selection Committee will utilize the Evaluation Rating Sheet for both the Short Listing and Presentation/Interview portions of the process.

- D. The selection committee will recommend, to FAMU’s President and Board of Trustees in order of preference (based on the presentation rankings), the ESCO deemed to be most highly qualified to perform the requested services. Should FAMU’s representatives be unable to negotiate a satisfactory agreement considered to be fair, competitive and reasonable, with the first ranked firm, negotiations with that firm shall be formally terminated. FAMU’s representatives shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm the FAMU’s representatives shall terminate negotiations. FAMU’s representatives shall then undertake negotiations with the third ranked firm.

13.0 PRE-CONTRACT PROCESS

Prior to a contract for the design, installation or establishing implementation of energy, water, or wastewater efficiency and improvement measures the selected contractor, or contractors, shall provide:

- A. An Investment Grade Savings Audit’ that summarizes the costs associated with the energy, water, and wastewater efficiency and improvement measures.
- B. Energy-related operational cost-savings measures
- C. An estimate of the amount of cost savings
- D. Methodology for achieving the cost savings
- E. Project plan for implementation

FAMU and the ESCO shall enter into an agreement to pay for costs associated with the preparation and delivery of the report in the event FAMU does not elect to enter into a contract with the selected firm/team or the reported projection of energy, water, and wastewater cost savings does not equal or exceed the total projected costs of the design, installation and implementation of the report's energy improvement measures

FAMU may enter into a guaranteed energy, water, and wastewater performance savings contract with one or more guaranteed energy, water, and wastewater performance savings contractors, if FAMU feels it is of benefit to do so.

14.0 ATTACHMENT A

ITN# 0004-2018 Performance Contract for Guaranteed Energy Cost Savings Selection Criteria Rating Sheet

Company/Firm _____ Date: _____

Committee Member _____

Criteria

Evaluation Criteria	Criteria Value Potential	Score	Remarks
Project Understanding and Approach	15		
Project Team & Qualifications	15		
Similar Project Experience & Client References	15		
Performance Results	25		
Sample Audit & Savings Report	10		
Innovation	10		
Financial Strength	10		
TOTAL POINTS	100		

Comments: _____

Signature _____

15.0 ATTACHMENT B, PART I

Project History

Using Attachment B, list at least three (3) College and/or University energy performance contracting projects in the area of southern United States currently under contract with your firm that are in repayment with at least one full year's worth of saving data. *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 that will be specifically assigned to this project.* Attach additional sheets as necessary.

Project History	
Project Name and Location	
Type of Facility(s)	
Project Dollar Amount (installed project costs)	
Primary ECMs Installed	
Construction Start Date/ Completion End Date	
Contract Start & End Dates	
Dollar Value of Projected Annual Energy Savings (cost avoidance and Maintenance contracts should be noted only and included in the projections.)	
Dollar Value of Guaranteed Annual Energy Savings (cost avoidance and Maintenance contracts should be noted only and included in the projections.)	
Dollar value, consumption value and Type of Annual Operational Cost Savings (where applicable)	
Method(s) of Savings Measurement and Verification	
Identify all ESCO personnel associated with this project and their specific role(s) and responsibility(s)	
Identify source(s) of financing and terms	

15.1 ATTACHMENT B, PART II

For each project described above, complete the following table:

Annual Energy Savings

Name of ESCO: _____

Name of Project: _____

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
KW							
Therms							
Water kGal							
Dollars							

16.0 ATTACHMENT C

References

FAMU as a part of the ITN process requires proposing ESCOs to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

Provide current and accurate name, 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.

17.0 AMENDMENTS ISSUED BY THE UNIVERSITY

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. _____ Dated _____
YOUR INITIALS

COMPANY'S NAME

TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE
TO BIND THE COMPANY INTO A CONTRACT/PURCHASE
ORDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

Phone number Fax number

Email address

18.0 NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I state that I _____ of _____,

(Name)

(Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s), the amount of this Response, and the preparation of the Response. I state that:

1) The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, bidder, or potential bidder.

2) Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder, and they will not be disclosed before bid opening.

3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices) in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4) The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5) _____, its affiliates, subsidiaries, officers, director, and employees
(NAME OF FIRM)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations, are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the true facts relating to the submission of Responses for this contract.

Signature Title Company

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2014.

Signature of Notary

STATE OF _____

Print, Type or Stamp Commissioned Name of Notary Public

Personally known _____ OR Produced identification _____

Type of identification produced

19.0 STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the
aforementioned company, certify that no member of this firm or any person having any interest in
this firm has been involved with the Florida A&M University to assist it in:

- 1) Developing this Invitation to Bid; or,
- 2) Performing a feasibility study concerning the scope of work contained in this Invitation
to Bid.

Signature

Company Name

Date

20.0 NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the Invitation to Bid process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

_____	_____
_____	_____
_____	_____

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this____, day of _____, 2015.

Signature

Print Name and Title

21.0 FLORIDA DEPARTMENT OF STATE CERTIFICATE OF GOOD STANDING

22.0 BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name Type # Files Requirement

Proposal File Type: PDF (.pdf) Multiple Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://fam.bonfirehub.com/opportunities/private/3304761786e8cce74820261471b06a90>

The Q&A period for this opportunity starts Dec 22, 2017 5:00 PM EST. The Q&A period for this opportunity ends Apr 02, 2018 2:00 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of Apr 24, 2018 2:00 PM EDT. We strongly recommend that you give yourself sufficient time and at least ONE

(1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Florida A&M University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>