



STATE OF HAWAII

SAMPLE ENERGY AUDIT AGREEMENT

Project: Request For Proposal (RFP) For An Energy Performance Contracting Project
HPHA Job No. # 07-043-000-Z

State of Hawaii "Contract for Goods or Services Based Upon Competitive Sealed Proposals",
AG-004 Rev. 11/15/2005

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STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between Hawaii Public Housing Authority (HPHA),
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its Executive Director,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 1002 North School Street, Honolulu, Hawaii 96816
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal
and state taxpayer identification numbers are as follows: _____

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.
- B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.
- C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.
- E. Pursuant to Section 365D-4, HRS, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
- (1) State Fund -
(Identify state sources)
- or (2) Federal Fund -
(Identify federal sources)
- or both, in the following amounts: State \$ _____
Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number _____ ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied

or services performed, or both, under this Contract in a total amount not to exceed _____ DOLLARS

(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS (\$ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Barbara E. Arashiro

(Print Name)

Acting Procurement Officer

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

*

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII
SCOPE OF SERVICES

Project: Design-Build for Energy Performance Contracting Program (State-wide), Hawaii
HPHA Job No. 07-043-000-F

ESCO will perform the analysis and prepare a detailed engineering report (the "Report") which specifically identifies the energy, water and sewer use improvements and operational changes and maintenance changes that are recommended to be installed or implemented at the HPHA for the facilities as set forth in Appendix E, attached hereto and incorporated herein (the "Facilities"). The Report shall contain detailed projections of energy and cost savings to be obtained by the HPHA as a result of the installation of the recommended energy conservation measures and shall itemize all anticipated project, operational and maintenance costs. The Report shall describe the ESCO's plan for installing or implementing the measures at the HPHA. The primary purpose of the Report is to provide an engineering basis for negotiating an ESA between the HPHA and the ESCO and to satisfy HUD's requirements that Housing Authorities conduct energy audits every 5 years.

In addition to the ENERGY AUDIT and scope described below, ESCO will provide an alternate price, which includes conducting the HUD-required energy audit every 5 years during the term of the proposed Energy Services Agreement.

The ESCO will complete the following tasks in performing the analysis and preparing the Report:

A. Energy Usage and Facility Data

The ESCO shall thoroughly evaluate electric, fuel, water, and sewage costs, and consumption, demand and time-of-use data in order to properly evaluate the economics of specific measures and to formulate an accurate energy/demand/water/sewer baseline. The baseline shall be weather normalized, as applicable to the measures considered, using a heating degree day adjustment factor and shall be based on 3 years of utility data, per HUD's requirements outlined in 24 CFR 990. The Report shall also outline any assumptions used to establish the baseline which may be needed to account for new equipment or changes in occupancy or building use during the baseline period.

Any units out of service for maintenance or modernization shall be taken into account when determining the baseline. ESCO's Report shall indicate whether data are missing, higher or lower than expected due to units out of service, leaks, slow meters, etc. ESCO shall propose adjustments to the baseline to be frozen to address any low, missing, or under-reported data.

B. Inventory Existing Systems and Equipment

The ESCO shall compile and deliver to HPHA an inventory based on a physical inspection of the major electrical, plumbing, HVAC and other mechanical systems, as well as building shell systems at the HPHA including, but not limited to:

Cooling and cooling distribution systems and related equipment, equipment size,
Heating and heat distribution systems
Automatic temperature control systems and equipment



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Outdoor ventilation systems and equipment
Exhaust systems and equipment
Domestic hot and cold water systems
Electric motors, transmission and drive systems
Interior and exterior lighting
Water usage equipment
Rated and performance insulation values at walls, floors and attics

The inventory shall be based on the sample outlined in Article C.i, below, and should contain at minimum the following data, by Facility:

- i.) For heating and cooling systems, ESCO will provide equipment types (e.g., space heater, window AC), description of distribution systems, locations, approximate age, condition, equipment size and available nameplate information;
- ii.) For window systems, ESCO will provide window types and condition, and will analyze U-value and shading factors as appropriate;
- iii.) For envelope systems, such as walls, ceilings, and floors, ESCO will provide information as available on assembly components and note the presence of any air leakage, moisture, wet or dry rot, mold, and mildew;
- iv.) For lighting, ESCO will provide fixture/lamp/ballast types, counts, wattages, voltage/current, and locations;
- v.) For plumbing systems, ESCO will provide information on the existing fixture types and water heating systems; and
- vi.) For utility delivery, ESCO will provide tables listing utility type, payment type, and current rate schedule.

The ESCO shall work with HPHA's energy consultants and the HPHA to develop a questionnaire to be used in conducting interviews with HPHA operation and maintenance staff regarding mechanical systems operation, occupancy, and building use patterns; problems with comfort levels, mold, mildew or any other health and safety problems; or equipment reliability as defined and identified by the HPHA operation and maintenance staff. It is expected of the HPHA that all systems such as those listed in Article 1(B) above shall be fully disclosed to the ESCO.

The Report shall also outline any assumptions used to establish the baseline, which may be needed to account for occupancy, leaks, or other anomalies in usage data. ESCO shall make adjustments to the baseline for materially significant changes in equipment or building use; buildings out of service for maintenance or modernization or whose bills were paid by an entity other than HPHA for any time period during the baseline period; buildings that were demolished or will be and are not included in the project; temporary relocation of residents; low, missing, under-reported or inaccurate data due to:

Slow meters
Estimated reads that are inconsistent with meter reads
Inaccurate bills
Items not operating up to code, e.g. under-lamped areas or insufficient ventilation
Any other missing data that occurred during the base period.



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The Report shall indicate what occupancy levels were, in summary and by Facility, during the baseline period and what adjustments, if any, were made to the baseline.

This analysis will look at impacts on both marginal and “HUD blended” rates and at impacts of demand savings, as well as step or ratchet rates and other varying rate structures. Such impacts shall be outlined in the Audit Report.

C. Develop a Comprehensive List of Potential Energy Conservation Measures (ECMs)

The ESCO shall:

- i.) Where appropriate and feasible as determined by the ESCO upon review of questionnaire results and site analysis, perform diagnostic testing on a representative sample of buildings and equipment to determine current building performance. These tests may include blower door testing to determine infiltration, pressure testing for connections between apartments, apartments and attics, and apartments and crawl spaces; and infrared scans of the buildings shell. Tests shall be performed in accordance with the Building Performance Institute’s Standards and Best Practices (or other standards).
- ii.) Identify potential ECMs for installation or implementation at the Facility; including potential solutions for indoor air quality and comfort concerns. Savings calculations must be performed to consensus engineering standards and design guides such as those offered by the American Society of Heating, Refrigeration, and Air Conditioning Engineers. Modeled results should be calibrated against utility bills to ensure accurate division of consumption among heating & cooling, hot water, appliances, lighting, and plug loads. Savings calculations must also consider interaction of conservation measures. At a minimum, ECMs identified in HPHA’s Request for Proposals will be evaluated, and remaining useful life of existing equipment, as well as payback will be assessed by the ESCO in making its ECM recommendations.
- iii.) Projected savings shall be presented in columnar format, which outlines pre-project consumption, projected post-project consumption and the resulting consumption savings. Savings shall be shown in summary and by project. The audit Report will indicate what time period of data was used to establish the baseline, outline any missing data and adjustments that were made to account for the missing data, and whether a sample of meters or all meters were included. Dollar values shall be assigned using both the HUD average rate and the utilities’ marginal rates so the HPHA can see the impacts on both of those cash flows. The ESCO will look at impacts of demand savings, as well as step or ratchet rates and other varying rate structures. Numerical adjustments to savings projections to account for impacts such rates may have on savings shall be shown and outlined in the Audit Report. Appendix B has sample forms for calculating these savings.
- iv.) Savings from Authority-paid utilities shall be reported separately from those obtained from resident-paid meters so that the housing authority may see the impact on their utility



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allowances. Existing utility allowances will be reviewed by the ESCO, including a sampling of resident bills as provided by HPHA, for reasonableness given industry standards for certain utility end-use consumption and, if necessary, HPHA shall update the allowances prior to undertaking the energy conservation work. ESCO shall also outline what utility allowance levels will become after the measures impacting resident-paid meters are installed. The difference between the aggregation of all of the utility allowances, pre- and post-project, shall match with the total savings projections for all measures impacting resident-paid meters. ESCO shall also include an estimate of the cost to update utility allowances annually.

- v.) The baseline period data will be drawn from 3 years consumption matching the proposed frozen base period for HPHA-paid meters.
- vi.) The baseline for water should evaluate and report current usage in terms of gallons/resident/day and use that to determine if any alterations to the baseline are indicated for slow meters or past leaks.
- vii.) Estimate the ECMs' costs, including an itemized listing of design, engineering, installation and hardware costs and any other costs outlined in Section F below; dollar, consumption, and demand savings on a monthly basis; and life expectancy of each proposed ECM. Data shall be presented by measure, by site and in total, in terms showing interaction of measures. ESCO will provide life cycle cost if a 20-year project is proposed, and simple payback information for each ECM. To satisfy the HUD audit requirements, list all measures with paybacks of 30 years or less.
- viii.) Recommendation of ECMs will be based on projected consumption and dollar savings and estimated project costs, among other factors. Projected savings shall be presented in columnar format that outlines pre-project consumption, projected post-project consumption and the resulting consumption savings. Savings shall be shown in summary and by project. Dollar values shall be assigned using both the HUD average rate and the utilities' marginal rates so the Housing Authority can see the impacts on both of those cash flows;
- ix.) Estimated savings for master-metered accounts will be identified separately than tenant-paid allowance savings in the Report and on the project cash flow.
- x.) Cost projections shall be itemized by measure and are presented by Facility and in summary for all the Facilities in the project; Cost per unit shall be indicated, as well as total number of units to be installed. Hard costs and total costs shall be shown for each ECM, by site and in summary form. Assumptions for installation are specified and described, e.g. if a toilet project assumes 10% flanges will need to be replaced, that is shown in the Report. Any additional O&M costs are specified and described by Facility and in summary.
- xi.) For a potential twenty-year term option, ESCO will provide life cycle cost analysis for measures to be included in this option. ESCO will perform a sensitivity analysis comparing the effects of the add on subsidy and the rolling base incentives which considers utility cost escalation and the effects on project savings streams over twelve and twenty year terms.



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- xii.) ESCO shall outline what utility allowance levels become after the measures impacting resident-paid meters are installed. The difference between the aggregation of all the utility allowances impacted by the project, pre- and post-project, shall match with the savings projections for measures impacting resident-paid meters.
- xiii.) ESCO shall specify and describe impacts on HPHA operations and maintenance procedures that will be affected by the installation/implementation of the proposed ECMs;
- xiv.) To satisfy the HUD audit requirements, stand-alone O&M measures that are cost-effective shall be itemized.

D. Financing Options

While conducting the Engineering Analysis, ESCO will explore financing options. HPHA will make available to ESCO all information needed to negotiate a financing package, including PHAS (Public Housing Assessment System) scores. ESCO will have information on lending packages, including potential lenders, interest rates and financing costs, available at the time of presenting the Preliminary Audit Report (see Article 1, Section G.), in order to facilitate selection of ECMs. ESCO will not solicit an interest rate lock, which is time-specific, until HPHA has provided feedback on the Audit Report and proposed final scope of work.

E. Select Final Recommended ECMs

The ESCO shall work with HPHA and HPHA'S energy consultants to narrow the list of potential ECMs in preparation for negotiating an Energy Services Agreement. ESCO shall evaluate total project costs, including design, engineering, hardware, installation, training, financing and any other fees associated with the total project cost, to develop a package that is self-funding while meeting all applicable HUD performance contracting regulations. The project should be financed with a contract term of 12 years or less. ESCO shall also evaluate a package at 20 years term. The proposed package of ECMS should produce a positive cash flow each year. If the desired ECMS cannot be self-funded, ESCO shall assist HPHA in searching for other funding options, such as utility rate reductions and equipment rebates. If a cost contribution from Capital Funds is necessary or desirable, such contribution shall be specified and described. The ESCO will provide an alternate cashflow to HPHA identifying the impacts of any HUD operating subsidy pro-ration based on the current applicable fiscal year.

F. Estimates of Project Cost

The ESCO shall:

Provide detailed, itemized estimates of all costs and energy savings associated with the project, including, but not limited to:

- Engineering/design costs



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- Contractor/vendor estimates for ECMs (labor, materials, equipment)
- Construction management
- Maintenance services
- Commissioning
- Resident and staff training
- Estimated financing costs
- Estimated ESCO monitoring services
- Savings guarantee costs, if any

G. The Audit Reports

The Preliminary Audit Report shall address the items outlined in Article 1, Sections A, B, C and D, and shall be completed within sixty (60) business days of the date of execution of this Agreement. Appendices B, C, D, and H are provided to offer guidance in formatting the Report's key findings and financial implications.

In the event that the HPHA has not already supplied the ESCO's requested utility data by the date of the execution of this Agreement, the Preliminary Audit Report due date shall be extended to end sixty (60) business days after the date that all utility data as requested by the ESCO has been supplied to the ESCO by the HPHA.

ESCO will present this report to HPHA at a meeting to be held in Honolulu, HI, at a mutually convenient date and location to be determined by the Parties. It is anticipated that the meeting will take place within 30 days after delivery of the Preliminary Audit Report. At this meeting, ESCO will work with HPHA, in consultation with HPHA'S energy consultant, to rapidly finalize chosen measures (ECMs).

Within 3 weeks (15 business days) after the selection of the final ECMs and provision of any additional feedback, ESCO will deliver the Final Audit Report.

Copies of both Reports will be delivered by the due dates in accordance with the provisions hereof, to HPHA and to HPHA'S energy consultant at the following addresses:

Richard A. Speer
Project Engineer
Hawaii Public Housing Authority
1002 North School Street
Honolulu, Hawaii 96817

H. The Strategic Asset Plan

The ESCO shall provide a strategic asset plan, yielding the projected unfunded liability for each development, Asset Management Plan ("AMP") and the portfolio as a whole as identified herein. The strategic asset plan will provide a projection of capital needs for each of the next thirty (30) years, broken down into five (5) key building components: substructure, shell, interiors, services,



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equipment, and furnishings. It will provide a thirty-year profile for each development based on Facility Condition Indices, an industry benchmark for buildings capital vibrancy.

ARTICLE 2: ENERGY SERVICES AGREEMENT

The Parties anticipate that they will execute an ESA under which the ESCO shall design, install and implement, commission and monitor ECMs which the Parties have agreed to and provide certain maintenance and monitoring services. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such an ESA. The terms and provisions of such an ESA shall be set forth in a separate agreement which shall be negotiated in good faith between the Parties.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Project: Design-Build for Energy Performance Contracting Program (State-wide), Hawaii
HPHA Job No. 07-043-000-F

It is clearly understood by both Parties hereto that if the Parties successfully negotiate and execute an ESA to implement the recommendations made by ESCO in its Report, no payments shall be due for the analysis or report under the terms of this Agreement. The amount of money due to the ESCO under the terms of this Agreement shall be included in the financing under the Energy Services Agreement, and shall be paid to the ESCO when that financing has been secured by the ESCO for the HPHA.

Preliminary Design	\$XX,XXX.00
Pre-Final design	\$XX,XXX.00
Final Design	\$X,XXX.00
Bidding and Award	\$XX,XXX.00
Construction	\$XX,XX.00
Post Construction	\$X,XXX.00
Subtotal	\$XXX,XXX.00
GET (4.712%)	\$X,XXX.00
TOTAL	\$XXX,XXX.00

Payments shall be due net 30 days.



STATE OF HAWAII

TIME OF PERFORMANCE

Project: Design-Build for Energy Performance Contracting Program (State-Wide), Hawaii
HPHA Job No. 07-043-000-F

The work shall commence at the time stipulated in the Notice to Proceed to the Contractor and be completed within _____ (____) calendar days. Time is of the essence for this contract.

The failure to complete the work by the contract completion date shall not terminate the Contract. The STATE shall resolve the need for any modifications to the contract time pursuant to the terms described in the HPHA General Conditions.

Any work started prior to the full execution of this contract by both parties or before the Notice to Proceed is at the Contractor's own risk.



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)
Chad K. Taniguchi
(Print Name)
Executive Director
(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)
(Print Name)
(Print Title, if designee of the Director of DHRD)

(Date)



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1. Contract Documents

It is understood and agreed that the following documents and any amendments or addenda thereto, comprise the agreement between the parties and are fully a part of this agreement governing the work to be performed by the Contractor for HPHA Job no. 07-043-000-F as though attached hereto or set forth at length herein: (1) Contractor's accepted proposal offer; and (2) HPHA General Conditions.

2. General Conditions Order of Precedence

In the event of a conflict between the HPHA General Conditions and any applicable federal law, regulations, or Executive Order; the applicable law, regulation or Executive order shall prevail.

Contract Terms and Conditions

The minimum contract terms and conditions HPHA will accept from the selected ESCO include the following.

A. Technical Requirements

1. Investment Grade Energy Audit. The selected ESCO must perform and present the results from a detailed investment-grade energy audit of acceptable quality to HPHA. The proposed audit terms and conditions are specified in the Proposed Energy Audit Agreement located in Attachment H. If HPHA decides not to enter into a contract after the audit has been accepted, HPHA agrees to pay the cost of the audit as stated in the audit agreement, provided that the proposed contract terms offered by the ESCO meet all the conditions set forth in the audit agreement and this RFP. After completion and acceptance of the investment-grade energy audit, HPHA intends to negotiate an Energy Services Agreement and Financing Agreement.
2. Standards of Comfort and Service. The ESCO will be responsible for maintaining the levels of comfort and service for each building.
3. Professional Engineer Involvement. A registered professional engineer must, at a minimum, review and approve all engineering design work done under this contract.
4. Guaranteed Savings. HPHA requires a minimum annual guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing HPHA the amount of any shortfall. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years.



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5. Construction Management. The ESCO will be required to work with current HPHA building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require HPHA to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be detailed in the ESA.
6. O & M Manuals. At least four (4) operation and maintenance manuals (hard & electronic copies) for each project will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of HPHA.
7. As-Built Drawings. Where applicable, ESCO must provide vellum, reproducible "as built" and record drawings and electronic equivalents as required by HPHA of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed project installation.
8. Follow-up Maintenance, Monitoring and Training Services. The ESCO will be responsible for maintaining and monitoring the measures to ensure optimal performance as well as for ongoing training; however, HPHA has the option to negotiate the scope of service needed.
9. HPHA Energy Improvement Projects. HPHA reserves the right to make energy and water improvements to the facility. HPHA will consult with the ESCO on such improvements to prevent the loss of future savings due to any measures implemented with federal funds.

B. Minimum Contract Provisions

1. Proposal Submissions. The contents of the ESCO's RFP submission, if accepted, will become part of any final agreement between HPHA and the ESCO.
2. Project Schedule. The ESCO must provide a final schedule of project milestones including construction, equipment-service and preventive maintenance provisions that will become part of any final contract. In the event any milestone or service provision is not met as scheduled, without prior approval from HPHA. HPHA reserves the right to consider it a default and withdraw from all contractual obligations without penalty.
3. HPHA Inspection. HPHA retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. HPHA will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation. HPHA shall have the right and access to the



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account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of the agreement. Records shall be kept on file in legible form and retained for a minimum of three years after closeout.

4. Final Approval of HPHA. HPHA retains final approval over the scope of work and all end-use conditions.
5. Ownership of Drawings, Reports and Materials. All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of HPHA and will be delivered to HPHA as needed, requested or upon completion of construction.
6. Compliance. All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all HPHA regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all federal, state and local required taxes and fees which result from this contract.
7. Handling of Hazardous Materials. All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all HPHA rules relative to the premises.
8. Methodology to Adjust for Material Changes. The contract must contain a mutually acceptable clause whereby HUD permitted unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.
9. Hiring and Wage Requirements. The ESCO will comply with all requirements for the payment of federal prevailing wages and minority and women-owned business enterprises as well as Section 3. See "Attachment D: Mandatory Clauses" for specifics.
10. Subcontractor Approval. HPHA retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names, qualifications, federal ID numbers and insurance certificates of proposed subcontractors must be submitted at least three (3) weeks in advance of subcontractor scheduled start date.



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11. Price Disclosure. The ESCO may be required to fully disclose all costs and fees associated with this project including audit, design, engineering, equipment, installation, financing, commissioning, monitoring, overhead, profit, etc. Quotes for pricing on projected project costs must be valid for ninety (90) days from the date of submission of the cost proposal by the ESCO.
12. Bonding Requirements. For all construction contracts exceeding \$100,000, the ESCO must submit:
 - A performance bond for 100% of the contract price; and
 - A payment bond for 100% of the contract price.
13. Insurance Requirements. Prior to the commencement of any work, the selected ESCO must provide HPHA with Certificates of Insurance showing coverage in force throughout the term of this Agreement as described below. The insurance shall be in force on the date of execution of the Agreement and shall remain for the duration of the Agreement. Notwithstanding any other provision to the contrary, the selected ESCO shall name HPHA as an “additional insured” under general and automobile liability, to defend and indemnify HPHA from any claims arising out of or resulting from the operations of this Agreement regardless of whether HPHA or ESCO is at fault. Each such policy of insurance shall provide for thirty (30) days advance written notice to HPHA prior to the effective date of any cancellation.

The cost of insurance required to be obtained by the selected ESCO and any of its Subcontractors shall be the sole responsibility of the ESCO or Subcontractor and shall not be reimbursable unless otherwise specifically set forth in this Agreement.

ESCO shall pay for the policies of insurance including all deductibles and any retention costs that shall provide protection against claims arising out of or resulting from the operations of this Agreement regardless of whether HPHA or ESCO is at fault. The insurance shall provide the minimum coverage and limits specified below:

For the audit, construction and operations phases of the project, provide current certificate of insurance, naming the State of Hawaii and the Hawaii Public Housing Authority (HPHA), its elected and appointed officials, officers, and employees as additional insured, with minimum coverage as listed below:

a. Commercial General Liability (Minimum Limits):

Bodily Injury & Property Damage (combined single limit)
\$2,000,000 per occurrence
\$2,000,000 aggregate



STATE OF HAWAII
SPECIAL CONDITIONS

Personal Injury

\$1,000,000 per occurrence
\$2,000,000 aggregate

Products and Completed Operations

\$1,000,000 per occurrence
\$2,000,000 aggregate

- b. Business Automobile Liability Insurance (Minimum Limits):
Contractors should maintain coverage on an occurrence form for all Owned, Non-Owned, and Hired Automobiles.

Bodily Injury

\$1,000,000 per person
\$2,000,000 per occurrence

Property Damage

\$1,000,000 per person

- c. Workers Compensation and Employer's Liability (Minimum Limits):
Contractor should be required to maintain in full force and effect, at all times during the term of the contract the following insurance liability coverage:

Workers Compensation: Statutory Limit

Employer's Liability:

\$1,000,000 bodily injury from each accident
\$1,000,000 bodily injury from disease per employee
\$1,000,000 bodily injury from disease aggregate

Temporary Disability Insurance (TDI)

Other similar insurance that is required by the State of Hawaii or Federal Laws.

- d. Professional Liability (Errors and Omissions)
If professional services are required to fulfill any or all of the activities under a Contract, the Contractor should maintain and keep in force Professional Liability Insurance that covers all activities under the Contract.

Minimum Limits:

\$1,000,000 per claim
\$2,000,000 annual aggregate



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14. **Indemnification**: ESCO agrees to defend, indemnify and hold HPHA, its officers, directors, employees agents, successors, and assigns harmless from any and all claims, actions, causes of action, suites, demands, judgments, damages liability, costs or expenses, including but not limited to reasonable attorney’s fees that are related to any action or inaction by ESCO, its agents, subcontractors, sub-consultants, delegates, or employees arising out of or resulting from the ESCO’s duties and obligations under this Agreement.

Except as provided by above “Insurance Requirements”, ESCO is not obligated to protect, indemnify and save HPHA, its officers, directors, employees agents, successors, and assigns harmless from and against liabilities, losses, damages, costs, expenses including attorney’s fees, causes of action, suits, claims, demands, and judgments arising from or by reason of the negligent or wrongful acts or omissions of HPHA or any of its agents, employees, or officers.

15. **Annual Reconciliation**. Project savings will be verified and reconciled on an annual basis. ESCO will provide timely monthly savings reports to HPHA, unless otherwise agreed to by the parties.
16. **Contract Term**. No contract shall exceed twenty (20) years in duration and may be subject to annual appropriations.
17. **Dispute and Claims (3-126-31 HAR)** Disputes shall be resolved in accordance with Section 103D-703, HRS, and chapter 126, Procurement Rules, as the same may be amended from time to time.
18. **Contract Schedules**. Contract schedules, including, but not limited to the following, shall be attached to the ESA:
- a. **Equipment to be installed** - Specifies newly installed equipment.
 - b. **Energy Savings Guarantee** - Describes all provisions and conditions of the savings guarantee.
 - c. **Compensation to company** - Describes amount and frequency of payments for ongoing services.
 - d. **Maintenance Schedules and Responsibilities of Contractor** - At a minimum, lists and describes responsibilities for maintenance of newly installed equipment
 - e. **Agency Maintenance Responsibilities**
 - f. **Calculation of benchmarks** - Methodologies supporting documentation to calculate the baseline.



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- g. **Financing Agreement** - ESCOs must include 3 quotes on the Standard Offer form provided by HPHA.
 - h. **Operating Parameters and standards of comfort and service**
 - i. **Project Schedule and timeline**
 - j. **Template for Annual Reconciliation Report** - Describes content of and form of report.
 - k. **Methods of Savings Measurement and Verification** - Includes description of savings measurement, monitoring, calculation and modeling procedures used to verify and compute savings. Baseline documentation may be by measurement or by building meter depending on the specific measures selected and the value and uncertainty of savings.
 - l. **System Start up and Commissioning of ECM's** - Includes specific testing procedures in start-up and commissioning the equipment.
 - m. **Insurance and Bonds** - Evidence of acquired types of insurance and bonds for all phases of the project.
 - n. **Warranties** - Contains all manufacturer's equipment warranties, specifications, and procedures for invoking warranty provisions.
 - o. **Proposed Final Project Cost and Proposed Final Project Cash Flow Analysis** - Includes spreadsheets of the project's expected financial performance for entire project term and project breakdowns.
 - p. **State of Hawaii Equipment Lease Rider**
19. Monies Owed to HPHA. The Successful Offeror must have no outstanding balances owing to the HPHA (exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA).
20. Hawaii Business Requirements. Interested offerors are advised that if awarded a Contract, the Successful Offeror must furnish proof of compliance with the requirements of section 3-122-112, HAR:
- Chapter 237, HRS, tax clearance;
 - Chapter 383, HRS, unemployment insurance;
 - Chapter 386, HRS, workers' compensation;
 - Chapter 392, HRS, temporary disability insurance;
 - Chapter 393, HRS, prepaid health care, and
 -



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SPECIAL CONDITIONS

One of the following:

- i. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a “Hawaii business”).

Hawaii business. A business entity referred to as a “Hawaii business” is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the interested offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Offeror’s status as sole proprietor or other business entity and its business street address indicated on the Successful Offeror’s form page 1 will be used to confirm that the Successful Offeror is a Hawaii business.

- ii. Be registered to do business in the State of Hawaii (hereinafter referred to as a “compliant non-Hawaii business”).

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the interested offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted with the interested offeror’s proposal to the HPHA. If a valid certificate is not submitted on a timely basis for award of a Contract, a proposal otherwise responsive and responsible may not receive the award.

21. **Business Office.** The Successful Offeror shall have a permanent office on the island of Oahu from where he/she conducts business and where he will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. A permanent office location and phone number shall be stated in the interested offeror’s proposal.
22. **Certifications of Eligibility.** Prior to award of a contract, the Successful Offeror is required to submit the following documents to the HPHA to demonstrate compliance with State laws:
 - Tax Clearance, Form A-6;
 - Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR #27; and
 - Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).



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Alternately, instead of separately applying for these (paper) certificates at the various state/federal agencies, the applicant may choose to use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay any annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC).

23. Section 3 of the U.S. Housing Act of 1968. The work performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 United States Code 1701u. The purpose of section 3 is to ensure that employment and other opportunities generated by HUD assistance covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of HUD housing assistance.

The Successful Offeror must certify that they are under no contractual or other impediment that would prevent them from complying with Volume 24 Code of Federal Regulations Part 135 regulations. The Successful Offeror must also certify that any vacant position that is filled after the Successful Offeror is selected but before the Contract is executed were not filled to circumvent the Successful Offeror’s obligations under Volume 24 Code of Federal Regulations Part 135.

III. Contract Monitoring & Remedies

A. Monitoring

1. Satisfactory performance of the ESCO will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the Contract Administrator and his/her designated representative(s).
2. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.



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3. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to assess the Successful Offeror directly.
4. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the Successful Offeror.

B. Damages

1. The HPHA may also withhold the payment of management fees, without being required to pay interest for late payment, if the Successful Offeror fails to submit and implement a corrective action plan in response to findings by the HPHA or if the Successful Offeror fails to demonstrate improvement in performance after implementing its corrective action plan.
2. The Successful Offeror shall repair all damages caused by the Successful Offeror's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to the Successful Offeror. In the event money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA.

C. Termination

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the general conditions.

IV. Campaign Contributions by State and County Contractors

The Contractor is notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractor during the term of the contractor, if the Contractor is paid with funds appropriated by a legislative body.

Appendix A - Sample Energy Audit Report Table of Contents

I: Executive Summary

Introduction

- A. Project Funding**
 - Tax Exempt Lease
 - Utility Rebates
 - Agency Cost Contribution
- B. Measure Selection**
- C. Utility Allowance Adjustments**
- D. Base Use and Rate Analysis**
- E. Cash Flow**
- F. Measure and Financial Summary**

II: Energy Conservation Measures

General Considerations

Designing and Specifying Measures

Construction

Commissioning

Training and Resident Education

- A. ECM-1 Replace Toilets with 1.6 GPF Models**
- B. ECM-2 Replace Showerheads & Faucet Aerators**
- C. ECM-3 Upgrade Common Area Lighting**
- D. ECM-4 Upgrade Apartment Lighting**
- E. ECM-5 Install Temperature Limiting Thermostatic Radiator Valves**
- F. ECM-6 Install Limiting Thermostats**
- G. ECM-7 Install Programmable Thermostats at Main Office**
- H. ECM-8 Recommission Existing Boiler Controls**
- I. ECM-9 Rebalance Apartment Corridor Make-up Air & Relocate Thermostat**
- J. ECM-10 Downsize Water Meter**
- K. Measures Considered But Not Recommended**

(Actual measures may differ from this sample)

III: Long Term Services

- A. Measurement and Verification**
- B. Annual Site Inspections**
- C. Resident Education**

IV: Existing Site Conditions Reports (each site would be included)

V: Attachments

- A. Electricity Baselines**
- B. Natural Gas Baselines**
- C. Water and Sewer Baselines**
- D. Estimated Utility Allowance Adjustments**
- E. Common Area Lighting Audit**

Appendix A - Sample Energy Audit Report Table of Contents

- F. Apartment Lighting Audit
- G. Summary of Recommendations by Site
- H. Equipment Cut Sheets
- I. Draft Energy Services Agreement

Appendix B

HA-paid utilities - Marginal Rate			
Pre-project Consumption	Post-project Consumption	Projected savings	Dollar savings
A	B	$a-b=c$	$c \cdot d_{Marg} = e_{Marg}$
Resident-paid utilities			
Pre-project Consumption	Post-project Consumption	Projected savings	Dollar savings
J	K	$j-k=l$	$l \cdot m_{Marg} = n_{Marg}$
Summary			
Pre-project Consumption	Post-project Consumption	Projected savings	Dollar savings
a+j	b+k	c+l	$e_{Marg} + n_{Marg}$

Evaluating Demand, Step, Ratchet, etc. Rates on Consumption Savings

HA-paid utilities - Marginal Rate			
Pre-project Consumption	Rate	Dollar value of consumption, pre	Projected Consumption savings
A	$d1_{Marg}$	$a \cdot d1 = f_{Marg}$	$a-b=c$
	B	$b \cdot d2_{Marg} = g_{Marg}$	$f_{Marg} - g_{Marg} = h_{Marg}$
Resident-paid utilities			
Pre-project Consumption	Rate	Dollar value of consumption, pre	Projected Consumption savings
J	$m1_{Marg}$	$j \cdot m1_{Marg} = o_{Marg}$	$j-k=l$
	K	$k \cdot m2_{Marg} = p_{Marg}$	$o_{Marg} - p_{Marg} = q_{Marg}$
Summary			
Pre-project Consumption	Rate	Dollar value of consumption, pre	Projected Consumption savings
a+j	$f_{Marg} + o_{Marg}$	$f_{Marg} + o_{Marg}$	$c+l$
	$b+k$	$g_{Marg} + p_{Marg}$	$h_{Marg} + q_{Marg}$

Appendix B

HA-paid utilities - HUD Rate				
Pre-project Consumption	Post-project Consumption	Projected savings	Rate	Dollar savings
A	B	a-b=c	d _{HUD}	c*d _{HUD} =e _{HUD}
Resident-paid utilities				
Pre-project Consumption	Post-project Consumption	Projected savings	Rate	Dollar savings
J	K	j-k=l	m _{Marg}	l*m _{Marg} =n _{Marg}
Summary				
Pre-project Consumption	Post-project Consumption	Projected savings	Rate	Dollar savings
a+j	b+k	c+l		e _{HUD} +n _{Marg}

Appendix B

Evaluating Demand, Step, Ratchet, etc. Rates on Consumption Savings

HA-paid utilities - HUD Rate						
Pre-project Consumption	Pre-Rate	Dollar value of consumption, pre	Post-project Consumption	Post-Rate	Dollar value of consumption, post	Projected Consumption savings
A	$D1_{HUD}$	$A \cdot d1_{HUD} = f_{HUD}$	b	$d2_{HUD}$	$b \cdot d2_{HUD} = g_{HUD}$	$a - b = c$
						$f_{HUD} - g_{HUD} = h_{HUD}$
Resident-paid utilities						
Pre-project Consumption	Pre-Rate	Dollar value of consumption, pre	Post-project Consumption	Post-Rate	Dollar value of consumption, post	Projected Consumption savings
J	$m1_{Marg}$	$j \cdot m1_{Marg} = o_{Marg}$	k	$m2_{Marg}$	$k \cdot m2_{Marg} = p_{Marg}$	$j - k = l$
						$o - p_{Marg} = q_{Marg}$
Summary						
Pre-project Consumption	Pre-Rate	Dollar value of consumption, pre	Post-project Consumption	Post-Rate	Dollar value of consumption, post	Projected Consumption savings
a+j		$f_{HUD} + o_{Marg}$	b+k		$g_{HUD} + p_{Marg}$	c+l
						$h_{HUD} + q_{Marg}$

Calculating Demand Savings

Demand Savings - constant rate			
KW pre	KW post	KW Savings	Demand Dollar Savings
R	S	$r - s = t$	$t \cdot u$

Appendix B

Demand Savings – changing rate						
KW pre	Demand Rate, Pre	Cost of Demand, Pre	KW post	Demand Rate, Post	Cost of Demand, Post	Demand Dollar Savings
R	u1	$r^*u1=v$	s	u2	$s^*u2=w$	$v-w=x$
						$r-s=t$

Appendix C

COST PROPOSAL

CUSTOMER NAME: _____ ESCO NAME: _____

TOTAL FINANCED PROJECT COSTS: \$ _____

VALUE OF HARD COSTS¹: \$ _____

Category of Service Fees	Estimated Percentage (%) of Hard Costs	Estimated Not-to-Exceed Dollar (\$) Value of Service Fees
Investment Grade Energy Audit		
Design Engineering Fees		
Construction Management		
System Commissioning		
First Year Training Fees		
Contingency Costs		
Guarantee Costs		
Overhead		
Profit		
Totals		
Annual Service Fees		
Measurement and Verification		
Maintenance		
Performance Monitoring		
On-going Training Services		
Totals		

¹The total value of Hard Costs is defined in accordance with standard AIA definitions, which include:

- Labor Costs
- Subcontractor Costs
- Costs of Materials and Equipment, Temporary Facilities and Related Items
- Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, etc.

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

Appendix D

ESCO's ANNUAL PROJECT CASH FLOW ANALYSIS

Financed Project Costs: _____
 Finance Term: _____
 Annual Interest Rate: _____
 Construction Months: _____
 Annual Payment: _____
 Escalation Rate by Savings Category
 Electric: _____
 Natural Gas: _____
 Steam: _____
 Water: _____
 Operations & Maintenance costs: _____
 Other (specify): _____
 Escalation Rate for Annual Fees: _____

Yr.	Electric Cost Savings	Natural Gas Cost Savings	Steam Cost Savings	Water Cost Savings	Other (Please Specify)	Operational Cost Savings	Total Cost Savings	Maintenance Monitoring, M&V, & Training Fees	Guaranteed Cost Savings	Financing Payment	Net Savings
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
Total											

Appendix E

Facilities
Specify Island, Hawaii

<u>Site Number</u>	<u>Site Name</u>	<u>Predominate Use</u>	<u># of Units</u>
--------------------	------------------	------------------------	-------------------

Total

Appendix F

Schedule of Hourly Rates and Reimbursable Expenses
(Applies in the Event of Termination or Change Order)

Insert name of ESCO

Vice Presidents	\$
Director	\$
Sr. Project Manager	\$
Professional Engineer	\$
Energy Engineer	\$
Project Financial Analyst	\$
Administrative Assistant	\$

(Revise hourly rates as appropriate)

Appendix G

HUD Form 5370-C June 2006 is included by reference and is part of this Agreement. Any subsequent changes to this form by HUD during the Agreement period shall be included by reference also.

Appendix H

This includes by reference the Hawaii Public Housing Authority's building and unit information provided as part of the Insert Month Day, 2008 RFP. It also includes the technical information provided by ESCO in Appendix D as a response to the Insert Month Day, 2008 RFP and on file at the offices of HPHA.

This includes:

- Size and composition of units
- Square footage of units and buildings
- Building types: PIC building type
- Physical plant of all high rises

HPHA is interested in widest possible scope of work that can be done under the Agreement that will reduce the demand for public housing operating and Capital Fund dollars and increase the marketability and long-term viability of the housing units.

Appendix A – Sample Energy Audit Report Table of Contents

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- A. ECM-1 Replace Toilets with 1.6 GPF Models
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- F. ECM-6 Install Limiting Thermostats
- G. ECM-7 Install Programmable Thermostats at Main Office
- H. ECM-8 Recommission Existing Boiler Controls
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- J. ECM-10 Downsize Water Meter
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(Actual measures may differ from this sample)

III: Long Term Services

- A. Measurement and Verification
- B. Annual Site Inspections
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IV: Existing Site Conditions Reports (each site would be included)

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- A. Electricity Baselines
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Resident-paid utilities			
Pre-project Consumption	Post-project Consumption	Projected savings	Dollar savings
J	K	j-k=l	l*m _{Marg} =n _{Marg}
Summary			
Pre-project Consumption	Post-project Consumption	Projected savings	Dollar savings
a+j	b+k	c+l	e _{Marg} +n _{Marg}

Evaluating Demand, Step, Ratchet, etc. Rates on Consumption Savings

HA-paid utilities - Marginal Rate			
Pre-project Consumption	Rate	Dollar value of consumption, pre	Projected Consumption savings
A	d1 _{Marg}	a*d1=f _{Marg}	B
			d2 _{Marg}
			b*d2 _{Marg} =g _{Marg}
			a-b=c
			f _{Marg} -g _{Marg} =h _{Marg}
Resident-paid utilities			
Pre-project Consumption	Rate	Dollar value of consumption, pre	Projected Consumption savings
J	m1 _{Marg}	j*m1 _{Marg} =o _{Marg}	K
			M2 _{Marg}
			k*m2 _{Marg} =p _{Marg}
			j-k=l
			o _{Marg} -p _{Marg} =q _{Marg}
Summary			
Pre-project Consumption	Rate	Dollar value of consumption, pre	Projected Consumption savings
a+j		f _{Marg} +o _{Marg}	b+k
			g _{Marg} +p _{Marg}
			c+l
			h _{Marg} +q _{Marg}

Appendix B

HA-paid utilities - HUD Rate				
Pre-project Consumption	Post-project Consumption	Projected savings	Rate	Dollar savings
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Pre-project Consumption	Post-project Consumption	Projected savings	Rate	Dollar savings
J	K	i-k=l	m _{Marg}	l*m _{Marg} =n _{Marg}
Summary				
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Pre-project Consumption	Pre-Rate	Dollar value of consumption, pre	Post-project Consumption	Post-Rate	Dollar value of consumption, post	Projected Consumption savings
J	$m_{1,Margin}$	$j \cdot m_{1,Margin} = o_{Margin}$	k	$m_{2,Margin}$	$k \cdot m_{2,Margin} = p_{Margin}$	$j - k = l$
						$o_{Margin} - p_{Margin} = q_{Margin}$
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						$h_{HUD} + q_{Margin}$

Calculating Demand Savings

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KW pre	KW post	KW Savings	Demand Dollar Savings
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Demand Savings – changing rate									
KW pre	Demand Rate, Pre	Cost of Demand, Pre		KW post	Demand Rate, Post	Cost of Demand, Post		KW Savings	Demand Dollar Savings
		$r^*u_1=v$	u_2			$s^*u_2=w$	$r-s=t$		
R	u_1			s	u_2			$r-s=t$	$v-w=x$

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COST PROPOSAL

CUSTOMER NAME: _____ ESCO NAME: _____

TOTAL FINANCED PROJECT COSTS: \$ _____

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 Steam: _____
 Water: _____
 Operations & Maintenance costs: _____
 Other (specify): _____
 Escalation Rate for Annual Fees: _____

Yr.	Electric Cost Savings	Natural Gas Cost Savings	Steam Cost Savings	Water Cost Savings	Other (Please Specify)	Operational Cost Savings	Total Cost Savings	Maintenance Monitoring, M&V, & Training Fees	Guaranteed Cost Savings	Financing Payment	Net Savings
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
Total											

Appendix E

Appendix E
Facilities
Specify Island, Hawaii

<u>Site Number</u>	<u>Site Name</u>	<u>Predominate Use</u>	<u># of Units</u>
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Total

Appendix F

Appendix F

Schedule of Hourly Rates and Reimbursable Expenses
(Applies in the Event of Termination or Change Order)

Insert name of ESCO

Vice Presidents	\$
Director	\$
Sr. Project Manager	\$
Professional Engineer	\$
Energy Engineer	\$
Project Financial Analyst	\$
Administrative Assistant	\$

(Revise hourly rates as appropriate)

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HUD Form 5370-C June 2006 is included by reference and is part of this Agreement. Any subsequent changes to this form by HUD during the Agreement period shall be included by reference also.

Appendix H

This includes by reference the Hawaii Public Housing Authority's building and unit information provided as part of the Insert Month Day, 2008 RFP. It also includes the technical information provided by ESCO in Appendix D as a response to the Insert Month Day, 2008 RFP and on file at the offices of HPHA.

This includes:

- Size and composition of units
- Square footage of units and buildings
- Building types: PIC building type
- Physical plant of all high rises

HPHA is interested in widest possible scope of work that can be done under the Agreement that will reduce the demand for public housing operating and Capital Fund dollars and increase the marketability and long-term viability of the housing units.