



**REQUEST FOR PROPOSAL  
NO. 2014-01**

**ENERGY PERFORMANCE CONTRACTING SERVICES**

**Alabama Department of Corrections  
Office of the Commissioner  
South Ripley Street  
Montgomery, AL 36104**

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## SECTION I

### ENERGY PERFORMANCE CONTRACTING PROJECT

**Issued by: *The Alabama Department of Corrections (“ADOC”)***

The ADOC seeks to identify and select a qualified ESCO capable of providing comprehensive energy management and energy-related capital improvement services at the facilities listed in Attachment C of this RFP.

- A. **PROJECT OVERVIEW** - The ADOC is interested in contracting for a full range of energy services and energy-related capital improvements (hereinafter referred to as the “Project”) designed to reduce energy and water use and related costs at its facilities. Incorporation of alternative and/or renewable energy technologies is particularly encouraged. These services and improvements are to be delivered on a performance contracting basis that will allow the ADOC to:
1. Incur no initial capital cost,
  2. Achieve significant long-term savings that are measureable and verifiable,
  3. Obtain an annual savings guarantee that will be equal to or greater than the total annual Project costs,
  4. Obtain consistent levels of occupant comfort and system functionality,
  5. Capture environmental benefits such as reductions in sewage effluent, CO<sup>2</sup> and NO<sub>x</sub> emission, and hazardous materials requiring specialized disposal, and
  6. Finance the Project through an installment payment or a lease-purchase arrangement over an extended contract term.

The ADOC seeks to maximize energy savings and related improvements within the framework of the allowable twenty (20) year contract term and must comply with the statutory provisions for available financing as contained in the Code of Alabama 1975. ESCOs, therefore, are encouraged to structure a project that provides the greatest possible energy, water, sewage, and O&M savings and the most beneficial Project scope for the ADOC. The ADOC is interested in essential services and improvements that will reduce facility energy and water consumption, upgrade energy-related capital equipment, improve building O&M, save costs through fuel switching, reduce the cost of waste treatment and disposal, improve demand management, incorporate alternative utility tariffs or alternative commodity purchases, and aid in meeting the ADOC’s environmental management responsibilities.

B. **DEFINITIONS AND ACRONYMS** - For the purposes of this RFP, the following acronyms and definitions will be used:

1. AIA - American Institute of Architects
2. ADOC - Alabama Department of Corrections
3. CO<sup>2</sup> - Carbon Dioxide
4. EAA - Energy Audit Agreement - a contractual agreement between the ADOC and the selected ESCO to conduct an investment grade energy and utility audit of designated ADOC facilities. Work product of the EAA shall be a detailed engineering and economic report that specifically identifies the energy/utility improvements and operational changes that are recommended to be installed or implemented. The report shall also contain detailed projections of reductions in energy and utility usage and cost savings to be obtained at the designated facilities as a result of the installation of the recommended ECMs.
5. ECM - Energy Conservation Measure - capital improvements, equipment upgrades, or operational changes that, when installed or implemented, shall result in measurable reductions in energy/utility usage and/or cost savings.
6. ESA - Energy Services Agreement - a contractual agreement between the ADOC and the selected ESCO to install and implement the ECMs recommended as a result of the IGA.
7. ESCO - Energy Services Company – a company routinely engaged in conducting investment grade energy/utility audits and providing comprehensive energy management and energy-related capital improvement service, and experienced in the design, implementation, and installation of ECMs.
8. IGA - Investment Grade Audit - a detailed engineering and economic assessment of a facility's energy - and/or utility - related infrastructure to determine appropriate ECMs.
9. ISO - International Organization for Standardization
10. NAESCO - National Association of Energy Service Companies
11. NO<sub>x</sub> - Nitrogen Oxides
12. O&M - Operations and Maintenance
13. PDF - Portable Document Format

14. RFP - Request for Proposal

15. Team - Project Evaluation Team - committee established by the ADOC that will evaluate and rank the submissions of the ESCO

C. **GENERAL GUIDANCE** - For Project savings and cash flow demonstration purposes, the allowable rates of escalation and tax-exempt interest rate to be used in the proposed scenario are detailed in Table IV.C.8b of this RFP. Approximately one (1) year of utility usage history for each of the facilities listed in Attachment C are provided in a separate, down-loadable, Microsoft Excel spreadsheet file. Facility data is provided within individual worksheets as well as a cumulative overview. Data file can be accessed through a separate Energy Performance Contracting Services RFP link indicated on the ADOC website at [www.doc.alabama.gov](http://www.doc.alabama.gov).

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

D. **REQUIRED CAPABILITIES** The selected ESCO must have demonstrated technical and managerial capabilities in providing a comprehensive range of energy and water management services. These services shall include, but not be limited to, conducting IGAs; the design, acquisition, installation, training, and commissioning of new energy systems; and project monitoring and savings measurement and verification. Additionally, these capabilities must have been demonstrated within at least three (3) large-scale (greater than 800 bed) correctional facility projects where the ESCO was the primary contractor and a written savings guarantee was or is in force. The selected ESCO must also be capable of providing O&M services and training for ADOC staff on routine maintenance and operation of installed systems. Monitoring and verification services may also be required of the selected ESCO and shall include appropriate measurement and timely reporting of the performance and savings from the Project.

E. **OVERVIEW OF TERMS AND CONDITIONS**

1. **CONTRACT TERM** - No contract shall exceed the average useful life of the ECMs or twenty (20) years, whichever is earlier, in duration and may be subject to annual appropriations. The duration of the contract will be mutually determined between the ESCO and the ADOC based on authorizing legislation, final Project scope, and financial factors.

2. **GUARANTEE** - The Project must result in guaranteed minimum **annual** energy, water, and O&M savings, as well as defined levels of occupant comfort, maintenance, monitoring, training, or other services. The goal of this Project is to achieve sufficient savings to offset all Project costs including lease or installment payments and fees for maintenance, monitoring, training, and other services on an annual basis for the duration of the contract term. The energy cost savings and/or the Operation Cost Savings will equal or exceed the cost of the ECMs within the lesser of the average useful life of the ECMs or twenty (20) years.

3. FINANCIAL REVIEW - The ADOC recognizes that the accuracy of detailed financial projections of Project benefits is dependent upon the scope of technical measures finally selected and installed. Consequently, all proposed financial benefits presented without the completion of an IGA and negotiation of a project structure will be considered within this context.

## SECTION II

### PROCUREMENT PROCESS & INSTRUCTIONS TO RESPONDENTS

- A. **GENERAL PROPOSAL CONDITIONS** - By responding to this solicitation, ESCO understands and agrees to the following proposal conditions:
1. **RESERVATION OF RIGHTS** - The ADOC reserves the right to reject any or all submissions, to waive informalities and minor irregularities in submissions received, and to accept any submissions if deemed in the best interest of the ADOC to do so.
  2. **RESPONSIBILITY TO READ AND UNDERSTAND** - By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or of any resulting contract, nor will such failure be the basis for any claim for additional compensation.
  3. **REVIEW** - Each response or submission will be reviewed to determine if it is complete prior to evaluation. The ADOC reserves the right to eliminate from further consideration any response that is deemed to be unresponsive to this RFP.
  4. **SIGNATURE** - By signing the proposal, ESCO agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within ESCO's submissions. Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead the ADOC, may be used as grounds to find the proposing ESCO ineligible.
  5. **SUBMISSIONS PROPERTY OF THE ADOC** - All submissions become the property of the ADOC and will not be returned to the ESCO. The ADOC reserves the right to use for its benefit the ideas contained in the submissions received, with the exception of any information identified as proprietary or confidential, as provided for in provision (C)(4) of this Section.
  6. **OPEN RECORDS ACT** - All information submitted pursuant to this RFP may be subject to the Open Records Act – Alabama Code Section 36-12-40, unless marked proprietary or confidential and removed from the Redacted Copy, as provided for in provision (C)(4) of this Section. Only the final results of the ADOC Evaluation Team may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are confidential and not considered open.
  7. **COSTS** - All costs associated with submission preparation will be borne by the submitting ESCO.

8. COMMUNICATIONS - From the date of receipt of this RFP by each ESCO until a binding contractual agreement exists with the selected ESCO and all other ESCOs have been notified, or when the ADOC rejects all proposals, all communications between the ADOC and ESCOs will be formal or as provided in this RFP. Formal communications shall include, but not be limited to:
  - a) Written Requests for Clarification and Information
  - b) Oral Presentations
  - c) Site-Visits
  - d) Negotiations
9. LOBBYING PROHIBITED - ESCO firms and their agents are hereby placed on notice that ADOC staff and members of the Team are not to be lobbied, either individually or collectively, about this Project.
10. PROJECT SCHEDULE - The proposed project schedule shall be in accordance with Attachment D. All deadlines listed in that schedule are firm. In the event that any discrepancies arise between the language in the RFP and Attachment D, Attachment D shall control.
11. FIRM OFFER - All ESCO submittals will remain firm and unaltered for ninety (90) days after the due date of the ESCOs's proposed approach to the Project and cost information, or until a contract is fully executed, whichever is earlier. An exception to this criterion will be if an ESCO is actively engaged in contract negotiations after pre-award notification. In this case, the ESCO will be allowed to make submittal modification(s) only in accordance with a request by the ADOC.
12. PROJECT EXPANSION - The ADOC reserves the right to expand the proposed Project or include additional sites if it is deemed in the best interest of the ADOC to do so.

B. **PROCUREMENT PROCESS** - The evaluation and selection of an ESCO and the negotiation and procurement of services will proceed as follows:

1. SUBMISSION OF MINIMUM QUALIFICATIONS (SECTION III) - ESCOs interested in providing the services requested must respond in writing by **November 19, 2013, at 4:00 pm CST. Responses will be opened during a meeting on Wednesday, November 20, 2013, at 10:00 AM CDST in the ADOC Media Room, 301 S. Ripley Street, Montgomery, Alabama.** Minimal qualifications will be utilized to determine only whether an ESCO is qualified to continue in the procurement process. It will not be scored, evaluated, or otherwise used to determine the rank of the ESCOs or during the final selection process.

2. SUBMITTAL REVIEW AND DETERMINATION OF QUALIFIED ESCOS - By a review of the information provided and experience indicated, in response to Section III of this RFP only, the Team will determine whether an ESCO meets the minimum requirements to continue in the procurement process established within this RFP. References provided may be contacted. ESCOs whose submittal does not meet the minimum requirements prescribed within this RFP will not receive further consideration for this Project. All ESCOs submitting proposals will be notified in writing of their qualification status on or before November 26, 2013.
3. PRE-TOUR BRIEFING - Qualified ESCOs will be invited to participate in tours of four (4) ADOC facilities. The ADOC will host a pre-tour briefing for the Qualified ESCOs to discuss tour details and security considerations. **The briefing will be held December 4, 2013, at 10:00 AM CST in the ADOC Media Room. Only** the primary point of contact for each ESCO deemed qualified should be in attendance to receive further consideration in the evaluation process.
4. SITE VISITS - The tours are scheduled to commence the week of December 9, 2013, and continue until December 18, 2013. Tour participation is mandatory for ESCOs to receive further consideration for this Project. The ADOC facilities to be visited include: Frank Lee Work Release Center, Fountain Correctional, Holman Correctional, and Red Eagle Work Center. **No more than five (5) representatives per ESCO will be permitted to participate in tours.** Depending on the number of qualified ESCOs remaining at this stage, the number of representatives per ESCO allowed on the tours may be decreased in the interest of security and at the sole discretion of the ADOC. Knowledgeable ADOC personnel will be available to answer questions about the operation of the respective facilities at the conclusion of each tour. Information gathered on the institutional tours is to be utilized by the qualified ESCOs to prepare a preliminary cash flow analyses of energy and cost savings for each institution.
5. REQUESTS FOR INFORMATION OR CLARIFICATION - If any prospective ESCO applicant suspects an error, omission, or discrepancy in this solicitation or has questions regarding its requirements or about matters related to the facility tours, the ESCO must submit the question(s) to the ADOC single point of contact, Bert Ousley, by electronic mail ([bert.ousley@doc.alabama.gov](mailto:bert.ousley@doc.alabama.gov)) and the question(s) must be received **no later than 4:00 PM CST on January 7, 2014**. The ESCOs are responsible for verifying receipt of the questions they submit. The ADOC will respond in writing to these questions by January 22, 2014. These responses will be posted on the ADOC website ([www.doc.alabama.gov](http://www.doc.alabama.gov)) and the Statewide RFP Database maintained by the Alabama State Comptroller's Office (<http://rfp.alabama.gov/PublicView.aspx>).
6. SUBMISSION OF PROPOSAL - On **February 13, 2014, by 4:00 pm CST**, the qualified ESCOs must submit their proposed approach to the Project. The ESCOs must submit further qualifications, certifications, and references relating to their firm. Based upon information received during the site tours, ESCO must provide a preliminary cash flow analysis of energy and cost

savings calculations it has developed for the four facilities visited. ESCO must also provide additional information relative to the proposed approach to the Project along with a quote for the full cost of an IGA that would encompass all the facilities listed in Attachment C. **Responses will be opened on Tuesday, January 14, 2014, at 10:00 AM CST in the ADOC Media Room.**

7. ESCO INTERVIEWS - Following receipt of the Proposals, the qualified ESCOs will be invited to participate in a detailed oral interview to more fully discuss how their approaches to this Project satisfy the evaluation criteria and answer questions from the Team. **These interviews will be scheduled on March 3 and 4, 2014.** A portion of the interview will be reserved for questions by the Team. All persons with major responsibility for the Project's technical design, management, and contract negotiation should be present at the interview; however, **no more than six (6) people** may attend on behalf of an ESCO. Each person attending must have a role. Oral interviews will be limited to two (2) hours and may be recorded.
8. ESCO EVALUATION AND SCORING – Following the oral interviews, the Team will conduct a final review of the Proposals submitted by the qualified ESCOs, the feedback from their client references, and the results of the oral interviews. The Team will then rank each of the ESCOs. ESCO ranking will be based upon the proposal that best meets or exceeds the requirements set forth in the RFP. The ADOC reserves the right to select other than the low-priced ESCO, if a higher-priced proposal provides the best value as determined by the ADOC. Proposal requirements will be scored based upon the response to the requirements of this RFP. Alternative proposals will not be considered.

The areas of consideration, and associated weights of each area, by which the ESCO will be evaluated are as follows:

- a) Experience and Qualifications - 35%
  - b) Project Management - 25%
  - c) Technical Approach - 15%
  - d) Financial - 25%
9. AWARD – Upon determination of the top-ranked ESCO, the ADOC will schedule a meeting in which it will publically announce its selection. **That meeting is tentatively scheduled for April 11, 2014.**
  10. DEVELOPMENT OF THE EAA
    - a) The ADOC intends to negotiate a contract for an IGA with the selected ESCO. If an acceptable IGA cannot be negotiated by April 24, 2014, negotiations with the next-ranked ESCO may be initiated.

- b) The IGA shall entail the assessment of ADOC's facilities. The facilities are listed in Attachment C and comprise a mixture of maximum, medium, minimum, and work release institutions as well as administrative and support facilities. The ADOC reserves the right to split the award between the top-ranked ESCOs.
11. DEVELOPMENT OF THE ESA - After completion and acceptance of the IGA, the ADOC intends to negotiate an ESA. If an acceptable ESA cannot be negotiated within thirty (30) days from the date of acceptance of the detailed energy audit, negotiations with the next-ranked ESCO may be initiated.

C. **RESPONSE SUBMITTAL INSTRUCTIONS**

1. SUBMISSIONS MUST BE IN WRITING - Applicants are required to provide written responses in the formats requested, as shown in the attachments. Provide responses on 8 ½ " x 11" sheets of paper and number and title each answer to the corresponding category of this RFP. Font should be 12 point Times New Roman. All pages in the response should be numbered sequentially.
2. SUBMISSIONS - ESCOs who wish to have responses considered by the ADOC must submit **one (1) original hard copy and seven (7) additional hard copies plus one (1) searchable, printable PDF file** version of Section III of this RFP (**ESCO Minimum Qualifications**), as well as any documents and forms required in that Section, by **4:00 PM CDST, November 19, 2013**. If determined to be qualified by the Team thereafter, the same shall be submitted in response to the remainder of this RFP (**ESCOs Proposal**), as well as any and all documents and forms required, by **4:00 PM CDST, February 13, 2014**. Any submissions should be to the attention of the ADOC's single point of contact, Bert Ousley, at either of the following addresses:

**Responses sent via UPS, FEDEX, or other delivery services:**

Alabama Department of Corrections  
Commissioner's Office  
301 S. Ripley Street  
Montgomery, Alabama 36104  
Attn: Bert Ousley, Administrative Services Officer  
(334) 567-1554

**Responses sent via United States Postal Service:**

Alabama Department of Corrections  
Commissioner's Office  
P.O. Box 301501  
Montgomery, Alabama 36130  
Attn: Bert Ousley, Administrative Services Officer

**Any responses submitted by “Express/Overnight” services must be in a separate inner envelope/package, sealed, and identified as stated Section II(C)(5) below.**

3. ORIGINAL - An authorized representative must sign ESCO’s original submission with any changes made in ink and signed in all required places. Failure to comply with all the requirements of the RFP in the submissions may result in disqualification of ESCO’s submission.
4. REDACTED COPY - The ADOC takes its responsibilities under the State of Alabama’s Open Records Law very seriously. If the ESCO considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, ESCO must, in addition to the required copies above, also provide the ADOC with a separate, redacted, single copy of its proposal, marked clearly as a “REDACTED COPY,” and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ADOC at the same time ESCO enters its submissions and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

ESCO shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, ESCO shall protect, defend, and indemnify the ADOC for any and all claims arising from or relating to Vendor’s determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in ESCO’s “Redacted Copy.”

If ESCO fails to submit a Redacted Copy with its proposal, the ADOC is authorized to produce the entire document(s), data, and/or records submitted by the ESCO in response to any public records request.

5. CLEARLY MARKED - Responses must be clearly marked on the external packaging with the following: **“ESCO Proposal for Energy Performance Contracting Agreement.”** Properly identified submissions will be securely kept and will remain unopened until the official openings. The ADOC does not accept responsibility for the premature opening of a proposal not properly identified or the late arrival of a proposal for whatever reason.
6. LATE PROPOSALS - All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ADOC Commissioner’s Office. ESCOs have the sole responsibility for assuring that proposals are received in the ADOC Commissioner’s Office by the designated date and time.

If proposals are mailed, hand-delivered, or delivered by express mail service, they must be delivered to the Commissioner’s Office at the address shown above. Hand-delivered proposals must be delivered in ample time to allow for security check-in at

the front desk of the Criminal Justice Center and delivery to the ADOC Commissioner's Office prior to the closing time for the solicitation.

**Faxed, electronic, or oral proposals will not be accepted.**

7. **FORMAT OF SUBMISSIONS** - The submissions shall be provided in the following format:
  - a) *Qualifications Submission* - The initial submission shall be presented in the form provided in Section III, and copies of all forms or requested documents or certifications to be provided in that Section shall also be included. Deadline for submittal of this analysis is scheduled for November 19, 2013.
  - b) *Project Approach Submission* - If deemed to be a qualified ESCO by the Team, the ESCO must submit a proposal including further qualifications and certifications, a proposed approach to the Project, the preliminary cash flow analysis of the energy and cost savings calculations it has developed for the facilities visited, and the proposed cost of an IGA for all of the facilities listed in Attachment C. The format for this analysis along with the escalation factors to be utilized are provided in Section IV. The Supporting Technical documents listed in that Section must also be submitted with the responses to the requirements listed in Section IV. Additionally, copies of any certifications or documents requested throughout Section IV should also be provided. Deadline for submittal of this analysis is scheduled for February 13, 2014.
8. **MODIFICATIONS & WITHDRAWALS** - An ESCO may make a written request to modify or withdraw its submittal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original submittal and plainly marked "**Modification to Proposal**" or "**Withdrawal of Proposal.**" Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the submittal after opening.

**SECTION III**

**ESCO MINIMUM QUALIFICATIONS SUBMISSION**

All questions in this Section must be addressed by the ESCO in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this Form, may be used by the ADOC as grounds to disqualify the ESCO from further consideration. If a question or directive does not pertain to your Firm in any way, please indicate such using the symbol "N/A."

1. Firm Name \_\_\_\_\_

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

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

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

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

\*E-mail may be utilized, in addition to physical mail and posting on the ADOC's website, to give notice during the procurement process.

2. Names and Titles of Two Firm Contact People

a) \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

b) \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

3. Year Firm was Established \_\_\_\_\_

4. Name and Address of Parent Company, if applicable: \_\_\_\_\_

5. How many years has the firm been in business under its present business name? \_\_\_\_\_ Years

6. How many years has the firm been involved in energy-related business? \_\_\_\_\_ Years

7. **Energy Performance Contracting Project History and Client References:** Using the form provided below in Table III.7a, list at least eight (8) energy performance contracting projects, all preferably in repayment, in which the firm is currently engaged. A separate sheet should be provided for each project. At least three (3) of the projects listed must be those in process or completed at large scale (greater than 800 bed) correctional facilities. After that, preference should be given to projects being conducted in Alabama or the Southeastern U.S. If possible, at least one project referenced should entail the utilization of alternative or renewable energy technologies. Responses should be limited to ONLY those projects that have been managed directly by the specific branch, division, office, or individual in such branch, division, or office who will be specifically assigned to this Project. Projects with installed costs of less than seven hundred and fifty thousand dollars (\$750,000) or savings representing less than one hundred and twenty-five percent (125%) over installed costs or projects involving only a single technology (e.g., lighting only, controls only, etc.) will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving projects with measures and buildings similar to those proposed for this Project.
8. **Certify that ESCO is the prime vendor, and identify all subcontractors that may be utilized in the contract.**
9. **Certify the following:** ESCO has disclosed, and agrees it is under a continuing obligation to disclose to the ADOC, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest, or which may conflict in any manner with ESCO's obligations under the contract. ESCO further covenants that it will not employ any person with a conflict to perform under the contract. ESCO further covenants that no person has an interest in ESCO or in the contract that would violate Alabama law.
10. **Certify the following:** ESCO certifies that neither it, nor any of its employees, have been convicted of bribery or attempted bribery of an Alabama official or employee in his/her official capacity, and understands that **failure to comply with this subsection bars the award of a contract** to ESCO until such time as the offending party has been since adjudicated not guilty or can demonstrate that the offending party no longer acts as a director, officer, or a higher managerial agent on behalf of ESCO.
11. **Acknowledge the following:** ESCO has not been retained, nor will ESCO retain a person, to solicit or secure a state contract to an agreement or understanding for a commission, percentage, brokerage, or contingent fee (except for retention of *bona fide* employees or *bona fide* established commercial selling agencies maintained by ESCO for the purpose of securing business), and understands that **failure to comply with this Section may result in disqualification** of the ESCO.
12. **Certify the following:** ESCO has made no attempt, nor will make an attempt, to induce any other person/firm to submit or not to submit a response to this RFP.
13. **Certify the following:** The person signing any submission is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above statements.

**TABLE III.7a - PROJECT HISTORY AND CLIENT REFERENCE FORM**

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

**SECTION IV**  
**ESCO's PROPOSAL**

A. **CONTENT** - All questions in this Section must be addressed by the ESCO in order for the Proposal to be properly completed. Failure to answer any question, or comply with any directive contained in this Form, may be used by the ADOC as grounds to disqualify the ESCO from further consideration. If a question or directive does not pertain to your Firm in any way, please indicate such using the symbol "N/A."

B. **PROFILE AND QUALIFICATION FORM**

1. **Firm Name** \_\_\_\_\_

**Corporate Business Address** \_\_\_\_\_

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

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

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

\*E-mail may be utilized, in addition to physical mail and posting on the ADOC's website, to give notice during the procurement process.

2. **Names and Titles of Two Firm Contact People**

a) \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

b) \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

3. **Submittal is for:**

- Parent Company\* (List any Division or Branch Offices to be involved in this Project)
- Division (attach separate list if more than one is to be included)
- Subsidiary\*
- Alabama Office (if any)      Name of Entity: \_\_\_\_\_

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

\*List all Parent Companies or Subsidiaries associated with the firm.

4. **Type of Firm:** \_\_\_\_\_

- Corporation
- Partnership
- Sole Ownership
- Joint Venture

5. **Federal Employer Identification Number**\_\_\_\_\_

6. **Year Firm was Established**\_\_\_\_\_

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

8. **Five (5) Year Summary of Contract Values for Energy Performance Contracting Projects where your Firm was the prime contractor with a first party written savings guarantee (Note: If you are a branch office of a larger firm, indicate only those contract values associated with that specific branch):**

<u>All Projects</u>	<u>Correctional Facility Projects</u>
2012: \$ _____	2012: \$ _____
2011: \$ _____	2011: \$ _____
2010: \$ _____	2010: \$ _____
2009: \$ _____	2009: \$ _____
2008: \$ _____	2008: \$ _____

9. **Corporate Background and Historical Data**

a) How many years has the firm been in business under its present business name? \_\_\_\_ Years

b) Please identify all states in which the firm is legally qualified to do business. \_\_\_\_\_

**\*ESCO must be registered to do business in Alabama by and through the Alabama Secretary of State's Office. Provide documentation certifying that ESCO is registered or has applied to be registered with the Alabama Secretary of State's Office.**

c) Indicate all other names by which the organization has been known and the length of time known by each name.

\_\_\_\_\_

d) How many years has the firm been involved in energy-related business? \_\_\_\_ Years

- e) Certify that the company does not owe the State of Alabama any taxes.
- f) Certify that the company is not currently under suspension or debarment by the State of Alabama, any other state, or the Federal government.
- g) Identify the firm's legal counsel for this Project. Give the name and address of the primary individual responsible for contract negotiation.
- h) Indicate the firm's current annual gross revenue.

#### **10. Technical Qualifications And Personnel Information**

- a) Indicate the number of all guaranteed energy savings contracting projects currently under contract with the firm. Responses should be limited to **ONLY** those projects that have been managed directly by the specific branch, division, office, or any individual in such branch, division, or office who will be specifically assigned to this Project. Indicate the installed project cost value and identify all projects currently in repayment. Attach additional sheets as necessary.
- b) Using the format provided below in Table IV.B.10b, briefly describe the relevant experience, qualifications, and educational background for **ONLY** those **PRIMARY** team members (no more than ten (10) individuals) who will be working directly on this Project. Do not include individual resumes.
- c) Submit an organizational chart that clearly identifies the roles and relationships of all key team members. Indicate **ONLY** those individuals who will play a **DIRECT** role in this Project.
- d) Indicate if the Firm is accredited by the NAESCO. ESCOs are not required to be accredited by NAESCO. All NAESCO accredited ESCOs may receive additional points. **In the event an ESCO is not accredited, a detailed accounting of projects awarded will be required.**

#### **11. Financial References**

- a) Provide copies of the firm's audited financial statements covering the last two (2) fiscal years. For companies that cannot meet this requirement, independently-prepared financial documentation that, at a minimum, includes a balance sheet, a statement of cash flow, an income statement, and notes to the financial statement, must be provided.
- b) Provide the name, address, and telephone number of the firm(s) that prepared the Financial Statements.

- c) Enclose banking references including each financial institution's address, contact person, telephone number, and specific information on the firm's credit that may be used to fund construction for large-scale projects.
- d) Enclose bonding references including each company's name, address, contact person, telephone number, and information on the firm's maximum bonding capability.
- e) Indicate the total number of performance and payment bonds and the cumulative value held against energy performance contracts in which the firm is currently engaged.

## 12. Energy Performance Contracting Project History And Client References

- a) Using the form provided below in Table IV.B.12a, list at least eight (8) energy performance contracting projects, all preferably in repayment, in which the firm is currently engaged. A separate sheet should be used for each project. At least three (3) of the projects listed must be those in process or completed at large scale (greater than 800 bed) correctional facilities. After that, preference should be given to projects being conducted in Alabama or the Southeastern U.S. If possible, at least one project referenced should entail the utilization of alternative or renewable energy technologies. Responses should be limited to ONLY those projects that have been managed directly by the specific branch, division, office, or any individual in such branch, division, or office who will be specifically assigned to this Project. Projects with installed costs of less than \$750,000 or savings representing less than one hundred and twenty-five percent (125%) over installed costs or projects involving only a single technology (e.g., lighting only, controls only, etc.) will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving projects with measures and buildings similar to those proposed for this Project.
- b) Using the format provided below in Table IV.B.12b, complete the Annual Energy Savings Data Form for former projects. DO NOT provide savings data in terms of BTUs or dollars. Data should be given in the form of fuel units which appear in the utility bills. Additional forms should be reproduced as needed.

## 13. Transmittal Letter

Include a Transmittal Letter acknowledging each of the following provisions and/or provide additional information or documentation, as requested:

- a) ESCO certifies that it is not barred from being awarded a contract or subcontract due to a violation of the requirements or an inability or unwillingness to comply with the requirements of this RFP.
- b) ESCO has read and expressly agrees to Section V ("**Contract Terms and Conditions**") of this RFP, if selected.

- c) ESCO has read and certifies that it is capable and willing to meet any and all Insurance and Bonding Requirements listed in Attachments A & B, if selected.
- d) Complete and **provide a State of Alabama Disclosure Statement form** as required by Act 2001-955. For your convenience, a copy of the form is attached hereto in Attachment E.
- e) Certify that ESCO is the prime vendor, and identify all subcontractors that may be utilized in the contract.
- f) ESCO certifies that it is in compliance, and will remain in compliance, with all State, Federal, and local laws as well as all pertinent ADOC regulations in the performance of any prospective contract including, but not limited to, the following **(notwithstanding the general waiver in (b) above, each subpart below should be expressly addressed in the submission):**
  - 1. ESCO does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
  - 2. ESCO is currently enrolled with the Department of Homeland Security (“DHS”) in the E-verify system, and will not knowingly hire or continue to employ a person(s) who are not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States. **Provide a copy of ESCO’s Memorandum of Understanding with DHS showing enrollment in the E-verify system (this can be printed from your business’s screen once logged in to E-verify), as well as a Certificate of Compliance Form as provided for your convenience in Attachment E.**
  - 3. ESCO will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.
  - 4. ESCO will maintain a drug-free workplace. ESCO certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by the ESCO under the resulting contract.
  - 5. No officer or director of ESCO has been convicted of a felony, or, if so, it has been at least ten (10) years since the completion of any sentence for such felony.
  - 6. ESCO acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the ADOC at the various institutions. No employee, subcontractor, or person otherwise associated with ESCO may enter an ADOC facility if it has not been at least ten (10) years since the completion of his/her sentence for any felony conviction.
  - 7. All ESCO employees or subcontractors who may enter any ADOC facility are subject to a background check and security check of his/her person and personal property (including his/her vehicle), and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any ESCO employee found to have violated any security regulation may be barred from entering any ADOC facility.

- g) ESCO has disclosed, and agrees it is under a continuing obligation to disclose to the ADOC, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest, or which may conflict in any manner with ESCO's obligations under the contract. ESCO further covenants that it will not employ any person with a conflict to perform under the contract. ESCO further covenants that no person has an interest in ESCO or in the contract that would violate Alabama law.
- h) ESCO does not currently employ a member of the Alabama State Legislature, or an immediate family member of a member of the Alabama State Legislature.
- i) ESCO certifies that neither it, nor any of its employees, have been convicted of bribery or attempted bribery of an Alabama official or employee in his/her official capacity, and understands that **failure to comply with this Subsection bars the award of a contract** to the ESCO until such time as the offending party has been since adjudicated not guilty or can demonstrate that the offending party no longer acts as a director, officer, or a higher managerial agent on behalf of the ESCO.
- j) ESCO acknowledges it has not been retained, nor will ESCO retain a person, to solicit or secure a state contract to an agreement or understanding for a commission, percentage, brokerage, or contingent fee (except for retention of *bona fide* employees or *bona fide* established commercial selling agencies maintained by ESCO for the purpose of security business), and understands that **failure to comply with this Section may result in disqualification** of the ESCO.
- k) ESCO has made no attempt, nor will make an attempt, to induce any other person/firm to submit or not to submit a response to this RFP.
- l) The person signing any submission is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above statements.

C. **PROJECT MANAGEMENT**

1. PROJECT SUMMARY - Summarize the scope of services (design, construction, financial, monitoring, operations, maintenance, training, and auditing) offered by the Firm for this Project. Describe the specific benefits the Firm can offer. This analysis should take in consideration all applicable codes and policies as required by the Alabama Building Commission.
2. CASH FLOW ANALYSIS - Based upon information received during the site tours, provide a preliminary cash flow analysis of energy and cost savings calculations developed for the four (4) facilities visited.
3. TRAINING PROVISIONS - Describe the Firm's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how the firm will address any turnover of key facility personnel as it relates to project performance.

4. PROJECT FINANCING - Describe the Firm's preferred approach to providing or arranging financing for this Project. Describe the structure of the financing arrangement including Projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities and liabilities of each party, and any special terms and conditions that may be associated with the financing of this Project. Describe how construction will be financed.
5. COST OF IGA - Provide a quote for the cost of an IGA for the facilities listed in Attachment C should an ESA not be negotiated.
6. TECHNICAL APPROACH - Identify projects the Firm has completed that are similar in size, scope, and facility type and include improvements in those facilities. Describe the Firm's approach to managing this Project.
7. ENERGY BASELINE CALCULATION METHODOLOGY - Describe the methods the Firm expects to use to compute baseline energy use for this Project. Describe any computerized modeling programs used by the Firm to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods the Firm will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.
8. ENERGY AND COST SAVINGS CALCULATIONS
  - a) Summarize procedures, formulas, and methodologies including any special metering or equipment the Firm will use to measure and calculate energy savings for this Project. Indicate how the Firm identifies, documents, and measures operational cost savings opportunities. Describe the Firm's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified.
  - b) Prepare a preliminary cash flow analysis for **each** of the four (4) ADOC facilities toured during the site visits. The form provided below - Table IV.C.8b - is to be utilized for these projections. (The ADOC recognizes that the accuracy of detailed financial projections of Project benefits is dependent on the scope of technical measures finally selected and installed. Consequently, all proposed financial benefits presented without the completion of the IGA and negotiation of the project structure will be considered within this context.) Hypothetical interest and escalation rates to be utilized in the calculations are provided. Escalation rates are unadjusted for rate of inflation.
9. CONSTRUCTION MANAGEMENT - Describe how the Firm would work with the ADOC's project manager and current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use. Relate the Firm's understanding of security issues that must be taken into consideration when working within a correctional facility and relevant approaches the Firm has taken on other correctional facility projects.
10. APPROACH TO EQUIPMENT MAINTENANCE - Include a description of the types of maintenance services, locations of service offices, and list of certified personnel that may be proposed for this Project. Address how the Firm would approach the task of training ADOC personnel in performing maintenance on the new and existing equipment. Discuss the relationship of

maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.

11. **RESPONSIVENESS TO CRITICAL TIMING ISSUES** - Estimate the amount of time needed between the receipt of the signed contract for the IGA and the completion of that IGA in a ready-to-present form. Indicate any portions of the Project that could be fast tracked assuming the ADOC is acting in concert with these same fast track goals.
12. **SCHEDULE** - The ESCO must provide a tentative schedule of Project milestones including construction, equipment-service, and preventive maintenance provisions. For the purposes of this submission, the commencement date on said work should be approximately one (1) month following the estimated completion date of the IGA, and should include estimations of time between milestones.

#### **D. SUPPORTING TECHNICAL DOCUMENTS**

The following documents must also be submitted with the response to the requirements listed in this Section. All documents must relate to the same project, and the project referenced should be one currently in progress or in repayment at a large scale (greater than 800 bed) correctional facility.

- Sample IGA (**Note: Submittal of only one (1) copy required; searchable, reproducible PDF file is acceptable.**)
- Sample Design Documentation
- Sample Commissioning Plan
- Sample Measurement and Verification Plan
- Sample Maintenance Plan and the Firm's Local Service Office
- Sample Savings Report
- Sample Contract (**Note, this should include the minimum standard contract terms listed in Section V of this RFP.**)

*The Tables referenced in this Section are provided below.*

**TABLE IV.B.10b – PRIMARY TEAM MEMBER QUALIFICATIONS**

Name of Project Team Member:	
Current Job Title: Job responsibilities: Number of years with ESCO: Primary Office Location:	
Employment History Company Name: Primary job responsibilities: Number of years with Firm:	
Educational Background List all academic degrees, certifications, professional affiliations, relevant publications, and training.	
List all energy performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented, and dollar value of project costs.	
Describe the specific role and responsibilities this individual had for each listed project.	
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

**TABLE IV.B.12a - PROJECT HISTORY AND CLIENT REFERENCE FORM**

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

**TABLE IV.B.12b - ANNUAL ENERGY SAVINGS DATA FORM**

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

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

**TABLE IV.C.8b. - ESCO's PRELIMINARY CASH FLOW ANALYSIS**  
**ENERGY PERFORMANCE CONTRACTING PROJECT**  
*Alabama Department of Corrections*

ADOC FACILITY: \_\_\_\_\_

Financed Project Costs: \_\_\_\_\_

Finance Term: \_\_\_\_\_

Annual Interest Rate: 3.0%

Construction Months \_\_\_\_\_

Annual Payment \_\_\_\_\_

**Estimated Escalation Rate by Savings Category:**

Electricity: 3.0%

Natural Gas: 3.0%

Water: 2.0%

Operations & Maintenance Costs: 2.0%

Other (specify) \_\_\_\_\_:

Escalation Rate for Annual Fees: 2.0%

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

## SECTION V

### CONTRACT TERMS AND CONDITIONS

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

#### A. TECHNICAL REQUIREMENTS

1. IGA - The selected ESCO must perform and present the results of a detailed IGA of acceptable quality to the ADOC. If the ADOC decides not to enter into an ESA after the audit has been accepted, the ADOC agrees to pay the cost of the audit as stated in the EAA, provided that the proposed contract terms offered by the ESCO meet all the conditions set forth in the EAA and this RFP.
2. STANDARDS OF COMFORT AND SERVICE - ESCO will be responsible for maintaining the current levels of comfort and service for each building. Current comfort and service levels vary between facilities but should approach or exceed American Correctional Association Standards.
3. PROFESSIONAL ENGINEER INVOLVEMENT - A registered professional engineer must, at a minimum, review and approve design work done under the resulting contract. All projects done under the contract must comply with the currently accepted codes, standards, and regulations of the Alabama Building Commission and must be submitted for review and approval by the Alabama Building Commission.
4. GUARANTEED SAVINGS - The ADOC requires a minimum **annual** guaranteed level of savings approach to the Project. This energy savings shall be in energy, water, and O&M savings, as well as defined levels of occupant comfort, maintenance, monitoring, training, or other services. The guaranteed contract shall include a written guarantee that the energy cost savings and/or the Operation Cost Savings will equal or exceed the cost of the ECMs within the lesser of the average useful life of the ECMs or twenty (20) years. If the Project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the ADOC 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.
5. CONSTRUCTION MANAGEMENT - The ESCO will be required to provide a full-time project manager for work performed under the ESA. The ESCO project manager will communicate with the ADOC's project manager and ADOC building management and maintenance personnel to coordinate construction and provide appropriate training in O&M of all installed improvements. No equipment or other improvements will be installed that would require the ADOC 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 **two (2)** O&M manuals must be provided for all equipment replacements and upgrades installed at each ADOC facility. Manuals are subject to the approval of the ADOC.
7. AS-BUILT DRAWINGS - Where applicable, an ESCO must provide pre-construction record drawings in an electronic format suitable to the ADOC, as well as reproducible, "as-built" drawings of all existing and modified conditions associated with the Project, conforming to AIA guidelines and the latest drawing standards established by the Construction Specifications Institute. Design sets shall include, when applicable, architectural, mechanical, electrical, structural, and control drawings presented in a uniform and consolidated format. Drawings and operating manuals shall be provided to the ADOC within thirty (30) days of completed Project installation.
8. FOLLOW-UP MAINTENANCE, MONITORING, AND TRAINING SERVICES - The ESCO will be responsible for maintaining and, at the ADOC's discretion, monitoring the ECMs installed to ensure optimal performance as well as provide ongoing training. The ADOC retains the right to negotiate the scope of services needed.
9. ADOC ENERGY IMPROVEMENT PROJECTS - The ADOC reserves the right to make energy and/or water improvements to a facility and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.
10. PROJECT EXPANSION - The ADOC reserves the right to expand the proposed Project or include additional sites if it is deemed in the best interest of the ADOC to do so.
11. FINAL SCHEDULE - It is anticipated that the commencement of work on the contract will be on or about June 1, 2014. The ESCO will be responsible for meeting the Schedule submitted in response to Section IV, and as agreed upon by the ADOC. In the event any milestone or service provision is not met as scheduled without prior approval from the ADOC, the ADOC reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

**B. LEGAL REQUIREMENTS**

1. ENTIRE AGREEMENT - The contract, the RFP, and the contents of the ESCO's RFP submission that have been expressly adopted as part of the contract will become part of any final agreement between the ADOC and the ESCO. These documents, along with any additional attachments specifically adopted and incorporated, shall constitute the entire agreement between ESCO and the ADOC. In the event of discrepancy of any term between the contract and the RFP or any submissions thereto, the contract will prevail.
2. CONTRACT TERM - The contract term shall begin upon the execution of the contract by the parties and after review and approval of the Legislative Contract Review Committee and the Governor of the State of Alabama, and shall continue for the average useful life of the ECMs or twenty (20) years, whichever is earlier, and may be subject to annual appropriations. If ESCO

begins any work in connection with this contract or the RFP prior to final approval by all state authorities, ESCO does so at its own risk. Termination of this contract because of lack of funding due to legislative appropriations shall not be considered a breach by the ADOC. All projects undertaken must complete the required pay-back period within the term of the contract.

3. INTERPRETATION - No interpretation of any provision of the contract resulting from this RFP, including applicable specifications, are binding on the ADOC unless furnished or agreed to in writing by the ADOC.
4. ADOC INSPECTION - The ADOC 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. The ADOC will have the right to inspect, test, and approve the materials and work conducted in the facilities during construction and operation. The ADOC shall have the right to access the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of the Agreement. Records shall be kept on file in legible form and retained for a minimum of three (3) years after close-out.
5. FINAL APPROVAL BY THE ADOC - The ADOC retains final approval over the scope of work and all end-use conditions.
6. OWNERSHIP OF DRAWINGS, REPORTS, AND MATERIALS - All drawings, reports, and materials prepared by the ESCO specifically in performance of the contract shall become the property of the ADOC and will be delivered to the ADOC as needed, requested, or upon completion of construction.
7. OPEN RECORDS ACT - All information submitted in response to the RFP, including cost, price, and other information (whether or not marked as proprietary or confidential), that is made part of the contract, is subject to release in accordance with the Open Records Act (refer to Section II of this RFP).
8. COMPLIANCE - All work completed under this contract must be in compliance with all applicable Federal, State, and local laws, rules, and regulations. If any term or condition of the contract is declared void, unenforceable, or against public policy by any court of competent jurisdiction, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the contract will be interpreted as far as possible to give effect to the Parties's intent.
  - a) *Permits, Certifications, and Building Codes* - ESCO must meet all building codes and appropriate accreditation, certification, and license requirements in accordance with State and Federal law. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and for payment of any and all state and city required taxes and fees that result from the contract.
  - b) *Hazardous Materials* - All work completed under this contract must be in compliance with all applicable federal, state, and local laws, rules, and regulations regarding the handling and 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 ADOC rules relative to the premises.
- c) *PREA* - Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which that inmate is assigned, or the Warden’s designee.
  - d) *Immigration Law* - In compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended, by signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
  - e) *Alabama Building Commission* – ESCO will provide a written assurance certifying that all official plans for ECMs will be approved by the Alabama Building Commission, if required by the nature of the ECMs, according to § 41-16-142, Code of Alabama.
9. SECURITY - In accordance with ADOC administrative regulations, the ADOC may conduct criminal and driver history background checks on ESCO’s officers, employees, agents, or subcontractors who directly supervise or physically perform the contract requirements at ADOC facilities. These persons will also be subject to search of their person, or personal property (including any vehicle on state property) upon entering the facility. These persons shall also follow any security regulation of that facility. For failing to comply with any portion of this provision, or if deemed unsuitable by the ADOC, the ADOC reserves the right, in its sole discretion, to deny access of that person(s) to that or any ADOC facility. Any person deemed unsuitable under this provision by the ADOC must be replaced immediately.
  10. QUALITY OF WORK - Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner, and be in compliance with all ADOC regulations relative to the premises. ESCO must meet all appropriate accreditation, certification, and licence standards. To the extent that the standards set forth in the RFP or a resulting contract are greater than the industry standards, the standards set forth in the RFP or contract will prevail.
  11. WARRANTY – ESCO warrants that all services will be performed in a good and professional manner. ESCO further warrants that it has title to, or the right to allow the ADOC to use, the supplies and services being provided and that the ADOC will have use of such supplies and services without suit, trouble, or hindrance from ESCO or third parties. This is to ensure that no

infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and services that would leave the ADOC liable.

12. **MATERIAL CHANGES** - The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule, and/or utility rates can be accommodated in a fair manner agreeable to both parties. Any modifications and waivers, whether a result of unanticipated changes or otherwise, must be in writing and signed by both Parties to be binding. Material changes may also be subject to review by the Joint Legislative Contract Review Committee and approval of the Governor in accordance with State law.
13. **SUBCONTRACTOR APPROVAL** - ESCO is contractually responsible for the total performance of the contract. ESCO may not assign, subcontract, or transfer any interests in the work subject of the contract without prior, written consent of the ADOC. The ADOC retains the right to approve or disapprove any ESCO-selected subcontractor, in the ADOC's sole discretion, prior to its commencement of work on this Project. Names and qualifications of subcontractors must be submitted at least three (3) weeks in advance of subcontractor scheduled start date. Any subcontractor providing services required in the RFP or in the awarded contract will meet or exceed the standards set forth in the RFP, and will be subject to all requirements of the RFP, including, but not limited to, following all ADOC regulations regarding security and being subject to background checks and searches of personal property while entering any facility. Consent or waiver of the right to assign or subcontract any portion of the contract or any obligation under the RFP shall not constitute a waiver of the right of the ADOC to approve or disapprove any subsequent subcontracts or assignments.

In the event the ADOC gives such consent, the terms and conditions of the contract will apply and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as ESCO is hereby bound and obligated. ESCO will provide the ADOC with a copy of its subcontract agreements upon request. The ADOC will not be bound to any terms and conditions included in any subcontractor agreement or contractual documents. No condition in a subcontractor agreement in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way effect ESCO's obligations under the contract. ESCO is responsible for all dealings with its subcontractors, including payment, and ESCO will answer all questions posed by the ADOC regarding it or its work. ESCO will notify the ADOC when discharging, removing, or failing to renew a contract of a subcontractor.

14. **INDEPENDENT CONTRACTOR** - ESCO understands and agrees that it is an independent contractor, and ESCO, its agents, subcontractors, and/or employees will not be considered to be an agent, distributor, or representative of the ADOC. Supplies provided and/or services performed pursuant to the contract or the RFP by any employee or subcontractor of the ESCO, or any approval of any subcontractor under provision 13 of these Legal Requirements, shall not render he/she to be an employee of the ADOC or the State of Alabama. Amounts paid pursuant to the contract do not constitute compensation paid to an employee or subcontractor, and the employee or subcontractor shall not be entitled to benefits enjoyed by Alabama state employees under the

Merit System Act. Further, neither ESCO nor any employees of ESCO will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC.

15. **RESPONSIBILITY** - ESCO will remain fully responsible for the negligent acts and omissions of its agents, employees, and subcontractors in their performance of ESCO's duties under the contract. ESCO represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder.
16. **INDEMNIFICATION** - ESCO will indemnify and hold harmless the State of Alabama and the ADOC and their officers, agents, and employees from and against all claims, losses, or costs arising out of ESCO's negligence, gross negligence, wantonness, deliberate indifference, or criminal negligence, or from willful disregard of proper or lawful written instructions from the Commissioner of the ADOC or his designee. ESCO shall be fully responsible for defending, and be liable for, all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of ESCO's performance or non-performance of the services and duties stated in the RFP and the contract.

ESCO also agrees to indemnify and hold harmless the State of Alabama and the ADOC and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligations of ESCO included in the RFP or the resulting contract, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of ESCO, its employees, agents, or representatives, or subcontractors and their employees, agents, or representatives in connection with or incident to the performance of their contracts, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of ESCO and/or subcontractors, or claims under such similar law or obligations. ESCO's obligations, under this provision, will not extend to any liability caused by the sole negligence of the ADOC or its employees.

17. **INSURANCE REQUIREMENTS** - Prior to the commencement of work, ESCO shall procure the insurance coverages identified in Attachment A of this RFP, at the ESCO's sole expense, and, to evidence that such insurance coverages are in effect, the ESCO shall furnish the ADOC an insurance certificate(s) acceptable to the ADOC and listing the ADOC as the certificate holder.
18. **BONDING REQUIREMENTS** - Prior to the commencement of work, ESCO shall procure and provide to the ADOC the Performance and Payment bonds specified in Attachment B of the RFP.
19. **ANNUAL RECONCILIATION** - Project savings will be verified and reconciled on an annual basis. The ESCO will provide quarterly savings reports to the ADOC, unless otherwise agreed to by the parties.

20. PRICE DISCLOSURE - The ESCO may be required to fully disclose all costs and fees associated with this Project including, but not limited to, audit, design, engineering, equipment, installation, financing, commissioning, monitoring, overhead, and profit.
21. NOTICE - Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices will be mailed to the Commissioner, Kim Thomas, Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, Alabama 36104. A courtesy copy should also be mailed to Anne Hill, General Counsel, Alabama Department of Corrections, Legal Division, (334)353-3885, at the same address. Notices to ESCO will be mailed to the address shown in its submissions. Notices will be sent by registered mail, return receipt requested.
22. TERMINATION - The ADOC may terminate any contract(s) without penalty to the ADOC, or further payment required, in the event of:
  - a) Any breach of the contract which, if it is susceptible of being cured, is not addressed or cured within fifteen (15) days of the ADOC giving notice of breach to ESCO including, but not limited to, failure of ESCO to maintain covenants, representations, warranties, certifications, bonds, and insurance;
  - b) Commencement of a proceeding by or against ESCO under the United States Bankruptcy Code or similar law, or any action by ESCO to dissolve, merge, or liquidate;
  - c) Material misrepresentation or falsification of any information provided by ESCO in the course of any dealing between the ADOC and ESCO or between ESCO and any State agency;
  - d) For the unavailability of funds appropriated or available to the ADOC; and,
  - e) For convenience of the ADOC.
23. REMEDIES & DISPUTE RESOLUTION - It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. For any and all disputes arising under or relating to the awarded contract, the ADOC and ESCO shall work together in good faith to resolve the dispute. In the event that that dispute can not be informally resolved, ESCO understands that its sole remedy for any and all monetary disputes is to file a claim with the Board of Adjustments for the State of Alabama. For any other disputes, the parties agree, in compliance with the recommendation of the Governor and the Attorney General of the State of Alabama, when considering the settlement of such disputes, to utilize appropriate forms of non-binding dispute resolution. Nothing in this Agreement shall constitute a waiver by the ADOC of any immunity granted to it under State or Federal Law.

**Attachment A**

**INSURANCE REQUIREMENTS**

Each of the insurance coverages required shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have an A.M. Best Company Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire for any reason until thirty (30) days after the ADOC has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for herein shall have been received, accepted, and acknowledged by the ADOC. Such notice shall be valid only as to the project as shall have been designated by Project Name and Number in said notice.

Insurance certificates must provide the following information:

- (1) Name and address of authorized agent of the insurance company
- (2) Name and address of insured
- (3) Name of insurance company or companies
- (4) Description of policies
- (5) Policy Number(s)
- (6) Policy Period(s)
- (7) Limits of liability
- (8) Name and address of the ADOC as certificate holder
- (9) Project Name and Number, if any
- (10) Signature of authorized agent of the insurance company
- (11) Telephone number of authorized agent of the insurance company
- (12) Mandatory thirty (30)-day notice of cancellation, non-renewal, or change

Unless otherwise provided, the ESCO shall purchase the types of insurance coverages and with not less than the indicated liability limits as follows:

- (1) Worker's Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance

plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Architect qualifies to pay its own workers compensation claims.

- (2) Employer's Liability Insurance limits shall be at least:
  - (a) Bodily Injury by Accident - \$1,000,000 each accident
  - (b) Bodily Injury by Disease - \$1,000,000 each employee
  
- (3) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of this Agreement) or equivalent, which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability, and contractual liability.
  - (a) The Commercial General Liability Insurance shall provide, at a minimum, the following limits:

<u>Coverage</u>	<u>Limit</u>
1. General Aggregate	\$ 2,000,000
2. Products, Completed Operations Aggregate	\$ 2,000,000
3. Personal and Advertising Injury	\$ 1,000,000 per occurrence
4. Each Occurrence	\$ 1,000,000
  - (b) The Commercial General Liability Insurance policy shall name the ADOC and its agents and employees as an additional insured and shall state that this coverage shall be primary insurance for the additional insured.
  
- (4) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than one million dollars (\$1,000,000) Combined Single Limits for each occurrence and shall name the ADOC, and its agents, consultants, and employees as additional insureds.
  
- (5) Professional Liability (Errors & Omissions) Insurance shall be carried in an amount not less than \$1,000,000. The policy deductible shall not exceed twenty – five thousand dollars (\$25,000).

ESCO shall have responsibility to enforce its consultants and sub-contractors compliance with these insurance requirements. ESCO shall upon request, however, provide the ADOC acceptable evidence of insurance for any consultant or sub-contractor.

## Attachment B

### BOND REQUIREMENTS

Upon signing and returning the contract to the ADOC for final approval and execution, the ESCO shall, at the ESCO's expense, furnish to the ADOC a Performance Bond and a Payment Bond, each in a Penal Sum equal to 100% of the ESA Contract Sum. Each bond shall be executed by a surety company ("Surety") acceptable to the ADOC and duly authorized and qualified to make such bonds in the State of Alabama in the required amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official.

The following provisions are not applicable if the Contract Sum is less than fifty thousand dollars (\$50,000).

#### **A. PERFORMANCE BOND**

Through the Performance Bond, the Surety's obligation to the ADOC shall be to assure the prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the ESA Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In the case of default on the part of the ESCO, the Surety shall take charge of and complete the Project in accordance with the terms of the Performance Bond. Any reasonable expenses incurred by the ADOC as a result of default on the part of the ESCO, including architectural, engineering, administrative, and legal services, shall be recoverable under the Performance Bond.

#### **B. PAYMENT BOND**

Through the Payment Bond, the Surety's obligation to the ADOC shall be to guarantee that the ESCO and its Subcontractors shall promptly make payment to all persons supplying labor, materials, or supplies for, or in, the prosecution of the Project, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating it has a claim of nonpayment under the Bond shall, upon written request, be promptly furnished a certified copy of the Bond and Construction Contract by the ESCO or the ADOC, whomever is recipient of the request.

#### **C. CHANGE ORDERS**

The Penal Sum shall remain equal to the ESA Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of Contract Change Orders involving only the extension of the Contract Time.

**D. EXPIRATION**

The obligations of ESCO's performance bond surety shall be co-extensive with the ESCO's performance obligations under the Contract Documents; provided, however, that the surety's obligation shall expire at the end of the proscribed warranty period(s) contained in the contract.

**Attachment C**

<b>No</b>	<b>Facility</b>	<b>Address</b>	<b>Security Level</b>	<b>Sq. Ft.</b>	<b>Avg. Inmate Population</b>	<b>Approx. Original Construction</b>
1	ACI Office and Warehouse	1400 Lloyd Street, Montgomery, AL 36107-0084	n/a	91,000	-	
2	Alex City WR	Highway 22 W, Alex City, AL 35011	Work Release	21,768	296	1993
3	Atmore WC/WR	9947 Hwy 21 N Atmore, AL 36503	Work Release	18,544	226	1989
4	Bibb C.F.	565 Bibb Lane Brent, AL 35034	Medium	207,811	1,862	1998
5	Birmingham WR	1216 25th Street N Birmingham, AL 35234-3196	Work Release	25,415	274	1955
6	Bullock CF	Highway 82 East Union Springs, AL 36089	Medium	166,593	1,509	1987
7	Camden WC/WR	1780 Alabama Highway 221 Camden, AL 36726	Work Release	13,523	163	1949
8	Childersburg WC/WR	13501 Plant Road Childersburg, AL 35044	Work Release	33,032	513	1990
9	Decatur WR	1401 Highway 20 West, Decatur, AL 35601	Work Release	25,154	337	1960
10	Donaldson CF	100 Warrior Ln Bessemer, AL 35023	Maximum	250,000	1624	1982
11	Draper C.F.	2828 Alabama Highway 143 Elmore, AL 36025	Medium	94,308	1,235	1938
12	Easterling CF	200 Wallace Drive Clio, AL 36017-2615	Medium	185,000	1,390	1990
13	Elba WC/WR	1 Boswell Street Elba, AL 36323	Work Release	15,771	238	1949
14	Elmore CF	3520 Marion Sillway Road, Elmore, AL, 36025	Medium	80,000	1,173	1981
15	Tutwiler Annex	8966 US Hwy 231 N Wetumpka, AL 36092	Medium	4,970	169	1990
16	Fountain C.F.	9677 Hwy 21 N Atmore, AL 36503	Medium	104,430	1222	1952
17	Frank Lee WC/WR	5305 Ingram Road Deatsville, AL 36022	Work Release	30,944	286	1964
18	Hamilton A&I	223 Sasser Drive Hamilton, AL 35570	Medium/Minimum	29,410	279	1960 est
19	Hamilton WR	1826 Bexar Ave. East Hamilton, AL 35570	Work Release	14,386	238	1960 est
20	Holman CF	3700 Holman Atmore, AL 36503-3700	Maximum	133,500	969	1969/2001

No	Facility	Address	Security Level	Sq. Ft.	Avg. Inmate Population	Approx. Original Construction
21	Institution Services	2828 Alabama Highway 143 Elmore, AL 36025	n/a	59,000	-	
22	J.O. Davis C.F.	9677 Hwy 21 N Atmore, AL 36503	Minimum	35,103	373	1973
23	Kilby CF	12201 Wares Ferry Rd Montgomery, AL 36117	Maximum	160,000	1380	1970
24	Limestone C.F.	28779 Nick Davis Rd Harvest, AL 35749	Medium	304,790	2298	1984
25	Loxley WR	14880 CR-64 Loxley, AL 36551	Work Release	28,047	346	1940 est
26	Mobile WC/WR	2423 N Beltline Highway Pritchard, AL 36610	Work Release	20,111	265	1978
27	Montgomery WF	12085 Wares Ferry Road Montgomery, AL 36117	Minimum	21,321	288	1976
28	Red Eagle WC	1290 Red Eagle Road Montgomery, AL 36110	Work Release	20,500	338	1972
29	St. Clair C.F.	1000 St. Clair Road Springville, AL 35146	Maximum	332,810	1,517	1983
30	Staton C.F.	2690 Marion Spillway Road Elmore, AL 36025	Medium	119,793	1,375	1978
31	Tutwiler PFW	8966 US Hwy 231 N Wetumpka, AL 36092	Maximum	102,199	777	1942
32	Ventress C.F.	Hwy 239 N Clayton, AL 36016	Medium	165,700	1,621	1990
33	Wetumpka Womens Facility (Sewing Plant Only)	160 Central Plank Rd. Wetumpka, AL 36092	Medium	15,000	80	2012

**\*Square footages presented are indicative of building footprints and not necessarily  
Internal square footages.**

**Attachment D**

**PROPOSED PROJECT SCHEDULE**

The following is the proposed Project schedule and may be adjusted as necessary during the procurement of services.

<u><b>ACTIVITY</b></u>	<u><b>TARGET DATE</b></u>
Issue RFP	October 29, 2013
Deadline to Submit Minimum Qualifications and Client References <i>(Requirements specified in SECTION III ONLY)</i>	November 19, 2013 at 4:00 pm CST
Opening for Minimum Qualifications and Client References	November 20, 2013 at 10:00 am CST
Notification of Qualified ESCOs	November 26, 2013
Pre Site Visit Briefing	December 4, 2013 at 10:00 am CST
Site Visits	December 9-18, 2013
Deadline for Submittal of Questions	January 7, 2014 at 4:00 pm CST
Responses to Questions Available By	January 22, 2014
Deadline for Submittal of Proposal <i>(See SECTION IV)</i>	February 13, 2014 at 4:00 pm CST
Opening for the Submittal of Project Approach, Quote for IGA, Institutional Cash Flows, and Technical Documents	February 14, 2014 at 10:00 am CST
Qualified ESCO Interviews	March 3-4, 2014
Final Review and Scoring of Qualified ESCOs	March 5-April 4, 2014
Notification of Selected ESCO	April 11, 2014
Contract Review Deadline	*April 25, 2014
Commencement of Work	*June 1, 2014

**\*Denotes tentative dates that are subject to change according to contract negotiations and schedule of the Legislative Contract Review Committee.**

**Attachment E**

**ADDITIONAL REQUIRED FORMS**

**See State of Alabama Disclosure Statement and E-verify Certification of Compliance as referenced in Section IV attached hereto.**



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

(      )

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

(      )

This form is provided with:

- Contract   
 Proposal   
 Request for Proposal   
 Invitation to Bid   
 Grant Proposal

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

- Yes   
 No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes   
 No

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

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
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OVER

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

DATE: \_\_\_\_\_

**RE Contract/Grant/Incentive (describe by number or subject):** \_\_\_\_\_ **by and between** \_\_\_\_\_ **(Contractor/Grantee)** **and** \_\_\_\_\_ **(State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_\_\_(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_\_\_(b) The Contractor/Grantee is not is a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness