

**OAKLAND UNIVERSITY REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER**

Address Reply To: Oakland University
Purchasing Department
ATTN: **Maria Ebner-Smith**
2200 N. Squirrel Road, Room 13
Police & Support Services Building
Rochester, MI 48309-4491
Telephone #: (248) 370-4423; Fax #: (248) 370-3175

Date Sent: Friday, August 5, 2011

Reply Must Be Received By: Thursday, September 29, 2011 at or before 2:00 p.m.

GENERAL INFORMATION

Oakland University is a state funded institution located in suburban Rochester, Michigan, in Oakland County. The university boasts one of the most picturesque campuses in the country, with 1,441 acres of rolling hills, woodlands and meadows. With more than 19,000 students and a low student-to-faculty ratio, Oakland offers diverse academic programs, including 114 baccalaureate programs and 82 graduate and certificate programs through its five professional schools.

The intent of this RFP is to solicit qualification statements and a proposal based on a single building test audit from Energy Services Companies (ESCOs) that describe their capability to implement energy conservation retrofit projects on a Performance Contracting basis wherein Oakland University tenders no money for the projects up-front but rather pays from the resulting verified energy savings over a multi-year period. Although the University may elect to provide bond financing for the project, the test audit & proposal should assume that the ESCO will bring financing under an equipment lease or similar mechanism.

Oakland University consumes over 30 million kW hours of electricity and just under 300,000 million BTU of natural gas per year. The total utility budget is over \$6M annually to heat, cool, and operate nearly three million square feet. In 1998, OU completed an \$8.6 million performance contract and another \$11M performance contract in 2005. And although, OU is a fairly efficient campus, areas of improvement and various additional energy conservation measures have been identified. For more information, please visit our energy management web site at www.oakland.edu/energy.

Through a phased procurement process, described in Section 4.0, Oakland University intends to select a firm to identify, design, implement, and finance retrofit projects on a Performance Contracting basis in approximately five buildings on the Oakland University campus.

For this project to successfully move forward, it is desirable to engineer our energy conservation measures to be completely self funding from energy cost savings (not maintenance savings) over a 10-15 year period. If this is not possible, the project will likely not move forward. Approximately 740,000 square feet of facility space is being offered for review as well as the optimization of three hybrid electric / absorption chiller plants. See section 3.3 for more detail. The University may desire to have the selected ESCO also bring financing to the project to avoid any upfront University investment.

BID INVITATION

Oakland University, Rochester, MI invites you to submit a proposal for the Energy Savings Performance Based Contract which implementing performance contracting energy conservation retrofit projects.

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

Expenses for developing and presenting responses to this RFP shall be the entire responsibility of the bidder and shall not be chargeable to the University. All supporting documentation and manuals submitted with this proposal will become the property of the University.

Contractor understands that Oakland University complies with the Michigan Freedom of Information Act ("FOIA") and that the university may provide Confidential Information to other persons or entities upon receipt of a FOIA request.

Walk-through: A mandatory Pre-Bid walkthrough of the RAC will be held on **Thursday, August 18, 2011 at 10:00 a.m.** All bidders shall meet in the Pioneer Room of the Recreation and Athletic Center (RAC). Failure to attend the mandatory walk through will eliminate your company from bidding.

Questions regarding this RFP must be submitted via email to ebnersmi@oakland.edu no later than **2:00 p.m. on Thursday, September 15, 2011**. Responses to those questions will be distributed via email on or before **Thursday, September 22, 2011**.

Sealed RFP Responses are to be received by the Purchasing Department no later than **2:00 p.m. on Thursday, September 29, 2011**. Responses must be on 8 ½ by 11 sheet paper. Bidders/consultants shall submit two hard copies and one copy on CD or flash drive to Oakland University, Purchasing Department, Room 13, Police and Support Services Building. No faxed or emailed bids will be accepted.

Interviews may be held after review of the proposals. This is optional and bidders will be contacted one week prior to interview date.

SCOPE OF SERVICES

It may be necessary for the successful ESCO to be capable of providing full funding for the Performance Contracting projects or arrange third party funding for Oakland University. There will be no payments to the ESCO up-front for the projects. Rather, payments to the ESCO will be made from verified reductions in energy cost or consumption (not maintenance savings). In all cases, the debt service for the projects must be guaranteed by the ESCO. The ESCO's demonstrated ability to provide or arrange financing and guarantee the savings will be an evaluation criteria used by Oakland University in the selection process. It is

anticipated that a ten to fifteen year financing arrangement will be entered into for capitalization of this proposed project.

It is expected by Oakland University that the following services will be provided by the successful ESCO:

- a. A comprehensive energy analysis will be required to identify and evaluate energy savings measures in Oakland University buildings.

- i. Comprehensive Energy Analysis

The purpose of the Comprehensive Energy Analysis will be to analyze all potentially viable energy savings opportunities and determine precise implementation costs, energy savings, operation and maintenance savings (or costs), and payback. Interaction of these opportunities must be considered. The ESCO will indicate which opportunities are recommended for implementation along with the net savings, costs, paybacks and a multi-year pro-forma cash flow for implementation on a Performance Contracting basis.

It is expected that the ESCO will take actual measurements, where appropriate of electrical characteristics of 5 HP and larger motors, air flows from significant air handling units, light levels, combustion efficiencies, outside air quantities, air temperatures, and possibly water flow and temperatures. Field measurements are essential so that the ESCO documents the existing conditions in the building. Oakland University feels it is impossible to properly identify and evaluate all viable energy savings opportunities without this level of detail.

The ESCO will also test the operation of representative temperature control devices to confirm their proper operation and determine the current condition of the temperature control system.

It is expected that the analysis phase of the comprehensive energy analysis will usually include computer simulation of the buildings and their energy using systems by the successful ESCO, based on the field survey and actual measurements obtained by the ESCO. The ESCO will test the various identified energy saving opportunities on the computer model, to determine energy savings, on an interactive basis. Copies of the software assumptions, inputs, and output data will be incorporated in the Comprehensive Energy Analysis delivered to Oakland University.

All major energy consuming systems in each building will be addressed during the Comprehensive energy analysis -- i.e., lighting, air conditioning, heating, ventilating, domestic hot water, electric motors, architectural systems, etc. Reasons must be given by the ESCO if there are not cost effective energy savings opportunities for a particular system.

- ii. Analysis Fees

The successful ESCO will assess a fee for each Comprehensive Energy Analysis performed. A reasonable per square foot fee or schedule of fees should be set forth by each ESCO in their response to this RFQ/P. Offers of "free" Comprehensive Energy Analysis will not be considered.

The analyses fees will not be paid up-front, but rather will be rolled into total project costs and ultimately paid to the ESCO out of verified project savings. Upon selection of the successful ESCO, a written agreement will be executed outlining these Analyses Fees and Oakland University's financial responsibility for such if the full Performance Contract is not undertaken.

- b. Implementation of energy efficiency measures selected for installation:
- i. Engineering design, financial analyses, bid documents, coordination of bid process with Oakland University's purchasing department, administration of construction process, and overall project management.

These services must be performed or supervised and approved by a professional engineer registered in the State of Michigan and under the approval of the Director of Engineering. All major engineering decisions must also obtain approval from the Oakland University Facilities Management Department. All Energy Conservation Measures will have engineered drawings which shall undergo a University review prior to bidding. All contractors shall submit shop drawings and product specifications for ESCO and University review and approval prior to construction.

The ESCO will secure necessary approvals from the required approval bodies and will also comply with relevant codes, standards, and statutes.

- ii. Training of Oakland University personnel on proper operation and maintenance of new and retrofitted equipment and systems and on energy efficient and reliable operation of existing HVAC equipment and systems.
- iii. System commissioning and final check-out including testing, adjusting, and balancing of retrofitted and new HVAC and control systems installed under the Performance Contracts must be performed, documented, and reviewed by the University Facilities Management Department and ESCO prior the final acceptance of the project and commencement of the Monitoring and Verification phase.
- c. Measurement and verification (M&V) of energy savings resulting from implementation of retrofit projects. The responses in section 5.5 f, below, must conform to the following M&V methodology.
- i. A thorough M&V plan must be developed and submitted to Oakland University for approval incorporating all energy savings opportunities, in full accordance with the International Performance Measurement and Verification Protocol (IPMVP) documentation.^{1,2,3}

¹ IPMVP (Volume I) Concepts and Options for Determining Energy and Water Savings, Revised March 2002, available for download at www.ipmvp.org.

² IPMVP (Volume II) Concepts and Practices for Improved Indoor Environmental Quality, Revised March 2002, available for download at www.ipmvp.org.

³ IPMVP (Volume III) Concepts and Practices for Determining Energy Savings in Renewable Energy

Energy Savings Performance Based Contract

- ii. All retrofit projects resulting in a net annual energy cost savings of \$25,000 or more will be physically metered independently via IPMVP Option B. This cutoff threshold dollar figure may be negotiable.
 - iii. In a few select instances, it may be possible to utilize “before and after” metering of the retrofit project using stipulated operating conditions to obtain a proscribed energy cost saving via IPMVP Option A. This will be determined on a case-by-case basis.
 - iv. All remaining retrofit projects will be physically metered by the existing or new whole building meters via IPMVP Option C.
 - v. Any new metering hardware and software must integrate with the existing Oakland University metering and monitoring systems. A Tridium based network was installed in 2003/4 to integrate multiple EIG Nexus 1262 electrical meters and multiple Controlotron ultrasonic BTU meters via modbus protocol, as well as various domestic water and natural gas meters. Additional information on these systems will be made available to the selected ESCO. This system will be used for the project M&V.
- d. Other services may be requested of the selected ESCO during the course of this project such as maintenance, engineering, and other energy management services.

The entire campus will not be included in the scope of this proposed project. Although the selected ESCO and the University will negotiate the final target buildings and systems, the following list is the present vision of areas to be included in this project:

Facility / System	TAG	Sq Ft	Built	Floors
Recreation & Athletic Center	RAC	253,494	1998	3
Science and Engineering Building	SEB	165,494	1997	8
Dodge Hall of Engineering	DHE	151,204	1968	4
North Foundation Hall	NFH	67,691	1959	2
O'Dowd Hall	ODH	105,000	1982	5
NFH / OC chiller plant	NFH/OC	n/a	n/a	n/a
SEB / DHE chiller plant	SEB/DHE	n/a	n/a	n/a
VH / EH chiller plant	EH/VH	n/a	n/a	n/a

For the buildings, all systems and the building envelope are to be reviewed for energy savings opportunities.

For the chiller plants, it is not anticipated that any chillers would be replaced. Each of the three plants contains multiple chillers with both electric and absorption chillers which are presently connected via direct piping and/or heat exchangers. None of the three systems presently operate automatically as a chiller plant capable of automated switching to the most economical chiller depending upon utility pricing and time of day. Modifications to controls and mechanical systems are needed to accomplish this in all three locations.

For this project to successfully move forward, it is desirable to engineer our energy conservation measures to be completely self funding from energy cost savings (not maintenance savings) over a 10-15 year period. If this is not possible, the project may not move forward beyond the Comprehensive Energy Analysis phase.

Oakland University expects all services to be completed by the ESCO in a timely fashion. Retrofit installation projects must be completed, tested, and accepted as soon as possible after written notification is received from Oakland University to proceed. A project timeline must be documented with Microsoft Project, or similar software, and submitted for review. This time schedule will then be utilized for during progress meetings throughout the construction process.

The ESCO's ability to respond to and complete projects in a timely fashion will be considered in the selection process. This would be reflected in the ESCO's manpower and management capabilities as presented in the response to this RFQ/P.

BID REQUIREMENTS

Request for Proposal responses must include a signed copy of the RFP indicating the bidder agrees to the RFP in its entirety, including the Terms and Conditions.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Bidder's overall qualifications. Each Proposal shall also include any other information the Bidder feels is significant in making an informed decision relative to the Proposal, but this additional information should be condensed into five or less pages.

Any exceptions to the specifications or any other special considerations or conditions requested or required by Bidder shall be enumerated by the Bidder and submitted as part of its Proposal, together with an explanation as to the reason the specifications cannot be met. Each Bidder shall be required and expected to meet the specifications in their entirety, except to the extent exceptions are expressly noted in its proposal.

The firm will be required to use his/her own office and facilities. Use of Oakland University facilities such as desks, telephone, and conference space will not be available. Oakland University will provide staff as necessary for coordination.

No resources in terms of personnel, facilities, or equipment will be allocated.

Any contract resulting from this Request for Qualifications is subject to appropriation of funds for each fiscal year for services listed herein.

The procurement process for the above energy management services may proceed in four phases:

Phase I - Qualification of and Proposals from all prospective Energy Service Companies

Interested ESCOs responding to this RFP will be required to attend the mandatory Pre-Bid meeting and walk-through of the RAC.

Each firm will be required to submit a proposal for energy and operational savings of this building as a test audit. The purpose of this report is for Oakland University to gain a better understanding of ESCO's analysis capabilities. **The proposed conservation measures contained in this proposal shall be incorporated into the final performance contract. Failure to include all proposed items within the**

requested payback timeframe would be grounds to terminate the project and allow the University to select the second runner up in this RFP process.

Submitting ESCOs must also respond to all sections of the Phase I - Proposal Format and Content. Oakland University will evaluate submittals and choose the most highly qualified ESCOs who will be invited to participate in Phase II.

Phase II - Oral Interviews of Selected Phase I Participants

The ESCOs chosen as a result of the Phase I Proposal evaluations may be contacted by Oakland University and may be asked to participate in interviews that will be conducted by Oakland University. If this phase is conducted, Oakland University will evaluate the Phase II participants and select the one best suited to Oakland University's requirements.

Phase III – Final Selection of ESCO and Contract Negotiations

Oakland University will select the ESCO determined to be in Oakland University's best interest per the selection criteria included herein.

Terms and conditions of an Energy Services Agreement will be negotiated with the successful ESCO.

If agreement cannot be reached with the selected ESCO, Oakland University will terminate discussion with that ESCO and commence negotiations with the ESCO receiving the next highest ranking in the selection process.

Phase IV - Energy Retrofit Performance Contracting Projects

Analysis

The successful ESCO will then proceed with a Comprehensive energy analyses of each facility or system as directed by Oakland University.

The ESCO will be provided access to each site on a schedule convenient to Oakland University, and with energy consumption and other reasonably available information as requested by the ESCO to perform the analysis.

Implementation

After completion of the Comprehensive Energy Analysis for each facility, Oakland University and the successful ESCO will agree on the energy savings opportunities to be implemented on a Performance Contracting basis. The ESCO will then proceed to bid the material and labor portion of the opportunities and implement the opportunities as directed by Oakland University.

PROFESSIONAL REQUIREMENTS

1. Enter the name of the company and the individual principally responsible for preparing the response on the cover of the reply. Include name, phone number, email address.
2. Product literature and information, other than responses to this “Professional Requirements” section is not appropriate for this response.
3. The following topics must be covered in the Phase I Proposal:

a. Management Plan & Project Development

Describe your company's organizational structure, the proposed management approach to this project, and how project success will be assured. Include information on assignment of tasks, project scheduling, budget control, and capabilities to provide all the services required to implement retrofit projects on a Performance Contracting basis. Describe the roles of any other companies that will be involved, and how project responsibility will be divided. Where joint ventures or subcontracting are proposed, indicate if and when the companies have worked together in the past.

Describe your company's project development strategy including key tasks, milestones, and expected timelines. Describe the proposed selection of energy conservation items, engineering, the subcontracting process, and integration to Oakland University purchasing and other process.

b. Services

Describe the complete range of services, which will be provided by your firm. In those cases where services are to be provided by others, provide description of services to be provided and by whom.

Do not provide pre-printed sales literature in response to this or any other question. Rather, provide specific answers to the items contained herein.

c. Personnel

Provide information regarding quantity and capabilities and experience of people available to be assigned to this contract. Identify specifically which of these people are currently in the full time employ of your company who will be involved with this project. Describe the role which each of these people would play in performing the contract. Provide professional resumes for key people. Indicate the education and professional licensing of each person as it relates to this project -- i.e., professional engineer, engineer-in-training, professional architect, certified energy manager, etc... The staff and resources identified to be placed on this project in the proposal must be the staff who actually perform the work and complete the project.

d. Comprehensive Energy Analyses Plan

Describe the depth of the Comprehensive Energy Analyses and the methods used. Provide the cost (\$ per square foot of facility space + a fixed value for the chiller plant analyses) for the Comprehensive Energy Analyses for which the University would be liable for if a final project is not entered into following the Comprehensive Energy Analysis.

f. Verification of Energy Savings

Describe any exceptions to the M&V methodology outlined in this document in section 3.2.c above. If relevant, include an explanation of how saving calculations

will be adjusted to reflect changes in weather, occupancy, use, etc. The project must use the metering and methodology as outlined in 3.2.c. Unmetered M&V proposals will not be accepted.

e. Financing Proposal

Oakland University is interested in evaluating the financial arrangements for this project other than University bond funding. If the ESCO can offer equipment leases or other "off-books" financing structures, these should be clearly described. It is possible that the University will not be able to offer internal bond financing.

The University desires to use an open book procurement process where the equipment purchases and/or installation subcontract costs are reviewed and selected as a team. The ESCO would function as a construction manager at risk once the final project scope and pricing has been negotiated.

In this section, provide a project fee structure using the format below for each of the following ECM project categories: lighting, HVAC and/or control upgrades, mechanical project (including boiler and chiller work), (and any other categories of your choosing)

(TOTAL) = sum of equipment, installation labor, bonding, and subcontracts for each ECM.

_____ % of TOTAL for contingency

_____ % of TOTAL for project management

_____ % of TOTAL for engineering / design

_____ % of TOTAL for overhead and profit

Monitoring, verification, or any other post construction operation and maintenance costs can be negotiated separately. Oakland will provide full and complete access to its building sub-metering systems as well as O&M support for this system.

g. Experience and References

Provide information, which describes your company's experience with services and Performance Contracts most closely associated with the services requested in this RFQ/P. In addition to demonstrating an extensive amount of successful experience, respondent should also show its experience with a broad range of energy conservation opportunities, including those listed in Section 3.4 of this RFQ/P. Provide description of projects, location of projects, type of facilities, and names & phone numbers of client references. Preference will be given to those ESCOs with demonstrated success working with state funded universities in Michigan.

h. Recreation and Athletic Center (RAC) Test Audit

After the mandatory walkthrough of the RAC, bidders are required to perform a sample energy audit of the RAC only. Submit this "investment grade audit" as a separate document. The findings for this site will represent a sample of the bidders proposed engineering services and capabilities. **The proposed conservation measures contained in this proposal shall be incorporated into the final**

performance contract. Failure to include all proposed items within the requested payback timeframe would be grounds to terminate the project and allow the University to select the second runner up in this RFQ/RFP process.

(This provision is subject to fine tuning of utility rates and interest rates available closer to the time of a final contract. If final contract the baseline utility rates and achievable financing interest rate are within +/-10% of the stipulated values shown below, the ECM's proposed in the RFP response are expected to be included in the actual project.)

At a minimum the test audit should include detailed descriptions of all proposed ECM's, cost savings calculations, discussion of the methodology of these calculations, financial analysis of the ECM's with simple payback and life cycle cost analysis.

The test audit should use the following:

Interest rate for project capital:	6%
Discount rate:	4%
Utility and O&M escalations:	2% per year
Electrical rate:	\$15.00 per kW per month total demand \$ 0.047 per kWhr on peak (11am-7pm) \$ 0.044 per kWhr, off peak
Natural Gas:	\$7.50 per million BTU
Central Plant Heating Water	\$12.00 per million BTU
Domestic Water:	\$0.0335 per cubic foot

Provide individual line item descriptions of each ECM which includes:

- ECM Name
- ECM Description
- On peak kW savings and cost savings
- On peak kWhr savings and cost savings
- Off peak kWhr savings and cost savings
- Natural gas MMBTU savings and cost savings
- Heating water MMBTU savings and cost savings
- Domestic water cu ft savings and cost savings
- Total savings per ECM
- Simple payback (in years) per ECM
- Total combined savings for all ECM's
- Simple payback (in years) for all ECM's combined

The university is interested in discussions of maintenance cost savings, but only energy cost savings can be utilized in the justification and payback of proposed ECM's.

i. Sample Planning Agreement (or Comprehensive Energy Audit Agreement)

Include a copy of the beginning agreement that would be proposed to formally begin a comprehensive energy audit for the entire campus.

j. Sample Energy Services Performance Contract

Include a sample copy of a previously used contract for the final agreement.

INSURANCE REQUIREMENTS

The insurance required shall be written for not less than the following, or greater if required by law:

- a. Worker's Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability: \$1,000,000 per accident
\$1,000,000 Disease, Policy Limit
\$ 500,000 Disease, Each Employee
- b. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; Contractual) naming Oakland University as an additional insured.
 - i. Combined single limits for bodily injury and property damage:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
 - ii. Products and Completed Operations to be maintained for one year after final payment.
 - iii. Property Damage Liability Insurance shall include X, C, and U coverage.
- c. Umbrella Excess Liability: \$1,000,000 excess over commercial general liability
- d. Comprehensive Automobile Liability:
 - i. Combined single limits for bodily injury and property damage:
\$1,000,000 Each Occurrence
- e. Each subcontractor and/or consultant shall comply with these insurance requirements except that the Umbrella Liability Policy to be supplied by subcontractors or consultants shall have limits of \$1 million. No insurance policy can be modified or canceled without 30 days prior written notice to the owner.
- f. Proof of Insurance: Companies authorized to do business in the State of Michigan and rated no less than "A" by the latest edition of Best's Insurance Guide, published by Alfred M. Best Co. or equivalent, shall issue all insurance policies. Certificates of insurance shall be furnished prior to the award of the contract, which certificates shall clearly indicate the type, amount and classifications as required by this contract. The certificate must provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, the Owner shall be given thirty (30)

Days notice thereof. Updated certificates of insurance shall be sent to owner at the time of renewal of any policy.

PROPOSAL CONTENT

Responses must be provided to all questions under Professional Requirements. Answer on 8 ½ x 11” sheet paper. Number and title each answer and answer questions in order given.

Oakland University reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

The contents of the proposal of the successful firm will become contractual obligations. Failure of the successful firm to accept these obligations in a subsequent contractual agreement may result in cancellation of the award.

PRICE GUARANTEE

Bidder guarantees proposal/pricing as set forth in their RFP response for up to 6 months after RFP response is received. Proposal/pricing provided will be held firm for the length of the agreed to contract.

No changes shall be made, nor invoices for extra changes, alterations, modifications, deviations and extra orders be recognized or paid except upon a written change order from Oakland University. The University will not authorize payment of changes, alterations, modifications, and deviations, etc. that are a result of bidder/consultant error.

TERMS & CONDITIONS

Bidder must agree to accept and abide by Oakland University’s Terms and Conditions (Ts&Cs) throughout the term of this agreement and any subsequent extensions. Those Ts&Cs can be found at <http://www2.oakland.edu/prm/purchasing/terms.cfm>.

Any and all Purchase Orders issued to the bidder throughout the term of this agreement shall be subject to any and all of the provisions noted in this RFP. If there is a discrepancy between the information stated in this RFP and Oakland University’s Terms and Conditions, the University’s Terms and Conditions will apply.

EVALUATION CRITERIA

Phase I Proposals submitted in response to this RFP will be evaluated based upon the answers provided to the questions listed in Professional Requirements.

- a. A maximum of 100 points will be possible in the written qualification documentation and RAC test audit.

Phase I

Description	Points
Management Plan & Project Development	5
Services	5
Personnel	10
Comprehensive Energy Analyses Plan	10
Verification of Energy Savings	10

Financing Proposal	15
Experience & References	15
RAC Test Audit	25
Clarity and completeness of proposal	5
TOTAL	100

- b. A maximum of 100 points will also be possible in the interview process, if undertaken by Oakland University, and selection criteria will be determined prior to the interviews.
- c. An evaluation committee will be established for this project consisting of representatives from Oakland University.
- d. If Phase II is conducted, the evaluation committee will also conduct the interviews, and make the final recommendation(s) regarding the ESCO with whom Oakland University should begin negotiations.

Oakland University reserves the following rights: To accept or reject any bid; to reject all bids; to waive any formalities or irregularities contained in a bid that do not comply with the terms and conditions of the invitation to bid, any modifications to the invitation to bid, or any specifications; to select the bid and/or items that in the sole and absolute discretion of Oakland University are in Oakland University’s best interest whether or not the bid selected is the lowest monetary bid received.

ACCEPTANCE

Please indicate your acceptance of Oakland University’s Terms and Conditions and the provisions stated in this RFP in the space provided below. Complete the information at the bottom of this document and return these pages with your RFP response. Address your RFP response to **Maria Ebner-Smith**, Purchasing Manager; Oakland University; 2200 N. Squirrel Road; Police & Support Services Building, Room 13; Rochester, MI 48309.

Thank you.

ACKNOWLEDGEMENT:

I have reviewed and do accept Oakland University’s Terms and Conditions as stated on the University web page. I have read and agree to abide by the terms of this RFP. I also acknowledge that I am a legally authorized representative of the firm noted below and, as such, have the authority to enter into agreements and make commitments on its behalf:

Company: _____ **Address:** _____
Authorized Signature: _____ **Date:** _____
Printed Name: _____ **Title:** _____
Phone #: _____ **Email:** _____

ATTACHMENTS

Building and Energy Usage Files