

Cenergistic – *The Sustainability Company*  
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**Energy Conservation Proposal**  
**Alachua County Board of County Commissioners**  
**Behavioral Energy Savings Program**  
**RFP #: 19-915**

Submission Deadline: April 17, 2019

Cenergistic  
5950 Sherry Lane, Suite 900  
Dallas, TX 75225  
214.273.2800

April 12, 2019

Mr. Darryl R. Kight  
Alachua County Board of County Commissioners  
12 SE 1st Street  
Gainesville, Florida 32601

**RE: Cenergistic's Response to RFP #: 19-915 for Behavioral Energy Savings Program**

Dear Mr. Kight:

Cenergistic is pleased to provide the enclosed response to the Alachua County Board of County Commissioners' Behavioral Energy Savings Program. We applaud Alachua County's recognition that systematic energy conservation and sustainability services can both reduce energy resource consumption and save money.

Cenergistic has more than three decades of success partnering with organizations like Alachua County to achieve an average of 26% savings in utility costs. **Our comprehensive energy management and conservation program helps retain critical budget funds without sacrificing comfort or committing to new equipment installations.** Under the Cenergistic program, savings materialize within weeks or months, not years, providing funds that help preserve critical programs and staff positions.

Our award-winning, results-oriented approach is driven by Cenergistic's in-house engineering, energy, building system, and lean operating expertise, and coupled with advanced technology and data tools. With over 130 industry licenses, certifications, and advanced degrees and an average of eight years of industry experience per employee, Cenergistic provides one of most qualified teams in the industry. In addition, Cenergistic's program include on-site, full-time Energy Specialists, employed, trained, and mentored by Cenergistic for the term of the energy savings contract.

Cenergistic confirms that our company meets the minimum qualifications included in the RFP. The proposed program outlined herein is valid for 90 days.

Cenergistic welcomes any questions regarding this proposal, as well as the opportunity to discuss our proposal, comprehensive program, and methodology in more detail. We sincerely appreciate this opportunity and look forward to partnering with Alachua County Board of County Commissioners to conserve both energy and critical budget funds.

Sincerely,



John Bernard, Senior Vice President

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## Compliance with Minimum Qualifications

Please use the following table as a cross-reference for confirming Cenergistic's compliance with Alachua County Board of County Commissioners' RFP #19-915 minimum requirements.

Requirement	Compliant?	Summary Response	Proposal Section
Respondent shall have five (5) years or more experience as a firm delivering organizational behavioral energy conservation programs and services that are not dependent upon improvements or installation of energy efficient lighting, HVAC equipment or computerized controls systems.	✓	Cenergistic has 33 years of experience as a firm delivering organizational behavioral energy conservation programs and services that are not dependent upon improvements or installation of new or retrofitted equipment.	Section 1.1 Company Overview
Respondents should have completed at least 500 programs	✓	Cenergistic has provided over 1,450 clients with successful organizational behavioral energy conservation programs.	Section 2.1 Experience Overview
Respondent must provide a cloud-based analytics solution.	✓	EnergyCAP, Opti-Commissioning, Data Logging, Remote Verification Cenergistic Ceres Pro™; Cenergistic GreenX™ cloud-based analytic system with its Smart Meter interface are all included.	Section 4: Services
Respondent's program shall employ an independent third-party Measurement & Verification that adheres to International Performance Measurement and Verification Protocol (IPMVP) guidelines.	✓	The County would license EnergyCap, a third-party M&V software provider that adheres to IPMVP guidelines.	Section 4-D: Measurement & Verification
Proposed key personnel shall have verifiable behavioral energy conservation experience with similar clients, and include at least one (1) Professional Engineer and two (2) Association of Energy Engineers (AEE) Certified Energy Managers (CEMs).	✓	Cenergistic's key personnel have verifiable behavioral energy conservation experience with similar clients. In addition, Cenergistic's proposed key personnel include at least one P.E. and two AEE CEMs.	Section 3: Key Personnel

## Submission Section 1: Company Background

### Company Overview

For over 33 years, Cenergistic has helped 1,450+ school districts, institutions of higher education and governments across the nation **save \$5.3 billion in electricity, natural gas and water costs**. We do this by applying advanced technology and behavior-based conservation programs on their sites and within their buildings, as well as embed full-time, onsite Energy Specialists to ensure all equipment and operations are working at peak efficiency and optimization around the clock.

CEOs, CFOs, COOs and board members **can reduce energy and water spending by more than 25% annually** with zero capital investment, while improving the comfort and quality of the classroom and work environment, helping students and employees achieve their full learning potential.

For 11 consecutive years, Cenergistic has been recognized by the Environmental Protection Agency (EPA) with **ENERGY STAR® Partner of the Year, or Partner of the Year – Sustained Excellence**.

<b>Legal Name:</b>	Cenergistic LLC
<b>Company Legal Structure:</b>	Limited Liability Company
<b>Federal Tax ID:</b>	75-2195821
<b>Year Formed:</b>	1986
<b>State of Formation:</b>	Texas
<b># Employees:</b>	325+
<b>Markets:</b>	Municipalities, county governments, K-12 school districts, higher education, health care, large churches
<b>Website:</b>	<a href="https://cenergistic.com/">https://cenergistic.com/</a>
<b>Primary Contact for the Proposal:</b>	Deb Van Winkle Business Operations Analyst 5950 Sherry Lane, Suite 900 Dallas, TX 75225 214.273.2800 / <a href="mailto:dvanwinkle@cenergistic.com">dvanwinkle@cenergistic.com</a>

### The Cenergistic Story

Cenergistic is the product of a school board member's resolve to direct more money to the classroom by reducing operational costs. As a school board member in Wichita Falls, Texas in the early 1980s, Dr. William S. Spears designed a behavioral utility savings program to mitigate the expected electricity increase from adding air conditioning to 22 of the district's 33 schools.

The program was so successful that the schools' **electricity costs decreased, even with the new HVAC**, the year following the installation. With the support of the school board, the program continued, and in 1986, both the school and Dr. Spears were presented with an Energy Innovation Award by the U.S. Department of Energy (DOE) and the State of Texas for energy conservation success accomplished through organizational and behavioral change.

## Industry Recognition & Awards

**Cenergistic is the nation's most active Service and Product Provider for Certification and Leader recognition.**

The Department of Energy named Cenergistic the #1 "Service & Product Provider" for ENERGY STAR Certifications, with clients earning more than 8,300 awards and recognitions.

For 11 straight years, Cenergistic has earned national recognition from the United States Environmental Protection Agency, including the ENERGY STAR Partner of the Year – Sustained Excellence Award in 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, and 2019 and Partner of the Year in 2009 and 2010.

Cenergistic's program aligns closely with the ENERGY STAR' goal to help clients conserve energy while ensuring a safe, comfortable environment. Accordingly, Cenergistic clients are among the most energy-efficient organizations in the nation:

- 1,671 Cenergistic client buildings received ENERGY STAR Certification in 2017 alone.
- 58% of all K-12 ENERGY STAR Leader recognitions were for Cenergistic clients.
- 65% of all K-12 ENERGY STAR Top Performers are Cenergistic clients.
- More than 650 Cenergistic clients are ENERGY STAR Partners.

Numerous Cenergistic clients have received significant ENERGY STAR recognition, including the following:

- **Pinellas County Schools in Largo, Florida** received the 2019 ENERGY STAR Partner of the Year Award.
- **Loudoun County Public Schools in Ashburn, Virginia**, received the 2018 ENERGY STAR Partner of the Year - Sustained Excellence Award, following 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019 Sustained Excellence Awards as well as 2010 and 2011 ENERGY STAR Partner of the Year Awards.
- **Decatur County Community Schools in Indiana** became the nation's first and only ENERGY STAR 70 Percent Leader in recognition of the district's extraordinary achievement of reducing energy consumption district-wide by more than 70%. The district is the only organization to earn ENERGY STAR 60 Percent Leader recognition.
- **Mansfield Independent School District in Mansfield, Texas**, received 2016, 2017, 2018 and 2019 ENERGY STAR Partner of the Year – Sustained Excellence Awards, and the 2015 and 2014 Partner of the Year Award.

- **Fairfax County Public Schools in Falls Church, Virginia**, received the 2017, 2018 and 2019 ENERGY STAR Partner of the Year Award.

## **Project History**

Cenergistic has never defaulted on a contract.

## **Financial Stability**

Cenergistic has never filed for bankruptcy.

## Submission Section 2: Experience

### Experience Overview

In the past three decades, Cenergistic has provided behavioral-based energy savings programs to over 1,450 clients in 48 states. Our in-house personnel include more than 50 conservation specialists that provide on-site and remote training, mentoring, and auditing.

**Each year,  
Cenergistic assists  
clients in managing  
more than \$1 billion  
in utility expenses.**

Sample of Cenergistic K-12 Client Savings				
District	State	Square Footage	Savings \$	Start Date
City of Montgomery, Alabama	AL	1,745,870	\$2,091,330	3/1/2016
Valencia College	FL	2,302,777	\$5,789,825	11/1/2011
Walton County School District	FL	1,672,452	\$7,784,135	12/1/2011
Nassau County School District	FL	1,786,536	\$3,514,217	7/1/2014
Hemet Unified School District	CA	2,339,307	\$9,295,159	10/1/2010
Fort Worth Independent School District	TX	13,220,825	\$6,627,144	4/1/2017
Hinds Community College	MS	2,913,029	\$15,554,024	3/1/2009
Compton Unified School District	CA	3,073,581	\$10,839,398	1/1/2014
Alabama State University	AL	2,342,443	\$3,183,952	11/1/2016



## References

#	Cenergistic Client Name	Savings to Date	Square Footage	Client Reference Name & Title	Client Reference Contact Information	Program Start Date
1	Sarasota County Schools 1960 Landings Blvd. Sarasota, FL 34231	\$30,096,186 26%	6,622,654	Mr. Scott Lempe, Chief Operations Officer	941.927.9000 x31103/scott_lempe@sarasotacountyschools.net	1/1/2008
2	Pinellas County Schools 301 4th Street S.W. 727.588.6000	\$22,091,657 20%	17,418,702	Dr. Michael Grego, Superintendent	gregom@pcsb.org/gregom@pcsb.org	11/1/2015
3	St. Johns County School District 3740 International Golf Parkway St. Augustine, FL 32092	\$32,907,548 47%	5,080,108	Mr. Al Crutchfield, Energy Education Specialist	904.547.8152/crutcha@stjohns.k12.fl.us	1/1/2009
4	DeSoto Independent School District 200 E. Belt Line Rd. DeSoto, TX 75115-5795	\$4,158,283 25%	1,624,572	Mr. Don Lester, Director of Plant Services	972.223.8425/dlester@desotoisd.org	10/1/2010
5	Friendswood Independent School District 302 Laurel Dr. Friendswood, TX 77546-3923	\$3,275,045 25%	1,145,210	Mr. David Sanders, Energy Specialist	281.482.2744/dsanders@fisd12.net	7/1/2011
6	Weber School District 5320 South Adams Ave. Ogden, UT 84405	\$30,504,626 36%	4,632,649	Dr. Jeff Stephens, Superintendent	801.476.7875/jstephens@weber.k12.ut.us	11/1/2003
7	Laurens County School District 55 1029 West Main Laurens, SC 29360	\$11,944,514 48%	1,091,981	Mr. Curt Brown, Maintenance Supervisor	864.833.0800/ccbrown@laurens55.k12.sc.us	9/1/2003
8	Loudoun County Public Schools 21000 Education Court Ashburn, VA 20148	\$86,610,370 29%	11,617,824	Dr. Eric Williams, Superintendent	571.252.1020/eric.williams@lcps.org	6/1/1993
9	Mobile County Public Schools P.O. Box 1327 Mobile, AL 36633-1327	\$38,016,818 35%	8,894,658	Ms. Lori Zirlott, Chief School Financial Officer	251.221.4494/lazirlott@mcpss.com	1/1/2015
10	Hampton City Schools 1 Franklin St. Hampton, VA 23669-3570	\$4,044,121 22%	3,208,566	Mr. Tom Sawyer, Director of Operations & Maintenance	757.727.2000/tsawyer@hampton.k12.va.us	10/1/2013

Experience | Con't.

#	Cenergistic Client Name	Savings to Date	Square Footage	Client Reference Name & Title	Client Reference Contact Information	Program Start Date
11	Sevier County School System 226 CEDAR STREET SEVIERVILLE, TN 37862-3803	\$2,871,310 21%	2,776,685	Mr. Kevin McClure, Director of Maintenance	865.453.4140/kevinmccclure@sevier.org	10/1/2015
12	Washington and Lee University 204 West Washington Street Lexington, VA 24450	\$4,929,661 20%	1,865,130	Mr. Steven McAllister, Treasurer and VP/Finance	540.458.8942/smcallis@wlu.edu	8/1/2011
13	Franklin Special School District 507 Highway 96 West Franklin, TN 37064	\$3,401,447 33%	1,036,076	Mr. Chip Sternberg, Maintenance & Landscaping Supervisor	615.790.4704/sternbergchi@fssd.org	11/1/2010
14	Provo City School District 280 W 940 N PROVO, UT 84604-3394	\$3,825,013 28%	2,489,945	Ms. Stefanie Bryant, Business Administrator	801.374.4824/stefb@provo.edu	8/1/2014
15	San Bernardino City Unified School District 777 N. F Street San Bernardino, CA 92410-3017	\$29,641,826 30%	4,919,735	Dr. Harold Vollkommer, Deputy Superintendent	909.381.1101/harold.vollkommer@sbcusd.com	11/1/2012
16	Troup County School System 100 North Davis Rd. LaGrange, GA 30241	\$8,626,840 31%	2,383,665	Mr. John Radcliffe, Asst. Supt., Operations	706.812.7900/radcliffejt@troup.org	10/1/2010
17	Tulsa Public Schools 3027 South New Haven Tulsa, OK 74147	\$20,792,411 35%	7,698,474	Mr. Chris Hudgins, Director of Bond Projects and Energy Management	918.746.6684/hudgich@tulsaschools.org	7/1/2010
18	Mansfield Independent School District 203 Hillcrest St. Mansfield, TX 76063-1794	\$10,119,437 20%	6,341,729	Mr. Jeff Brogden, Assoc. Supt. for Facilities and Bond Programs	817.299.4343/jeffbrogden@misdmail.org	1/1/2013
19	Nebo School District 350 S MAIN SPANISH FORK, UT 84660-2499	\$8,047,386 26%	5,222,690	Mr. Rick Nielsen, Superintendent	801.354.7400/rick.nielsen@nebo.edu	7/1/2013
20	San Angelo Independent School District 1621 UNIVERSITY AVE SAN ANGELO, TX 76904-5164	\$3,789,483 25%	2,700,020	Dr. Jeff Bright, Ass't. Supt. of Business Support Svs.	325.947.3767/jeff.bright@saisd.org	12/1/2014

Experience | Con't

## Submission Section 2: Experience

### Experience Overview

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Alabama State University	AL	2,342,443	\$3,183,952	11/1/2016

## References

Please see the table below for twenty (20) Cenergistic behavioral energy conservation clients

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1	Sarasota County Schools 1960 Landings Blvd. Sarasota, FL 34231	\$30,096,186 26%	6,622,654	Mr. Scott Lempe, Chief Operations Officer	941.927.9000 x31103/scott_lempe@sarasotacountyschools.net	1/1/2008
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10	Hampton City Schools 1 Franklin St. Hampton, VA 23669-3570	\$4,044,121 22%	3,208,566	Mr. Tom Sawyer, Director of Operations & Maintenance	757.727.2000/tsawyer@hampton.k12.va.us	10/1/2013

## Submission Section 3: Key Personnel

### Key Personnel Overview

Unlike other providers, Cenergistic does not rely on subcontractors to execute and manage our energy savings program. Instead, we use our internal team of highly educated and experienced energy conservation experts. Cenergistic's engineers and experts hold over 150 advanced degrees, licenses, and industry certifications. Collectively, the Cenergistic staff has more than 1,450 total years in energy conservation, more than any energy conservation consulting firm.

Our engineers inspect and ensure that every piece of equipment, and every system, is optimized for effectiveness and efficiency. We work directly with the Energy Specialist and other members of Alachua County staff to ensure all stakeholders are committed to the energy conservation program.

**Cenergistic's employees average at least eight (8) years of experience in the energy conservation industry.**

Table 3: Cenergistic Staff Areas of Expertise

Key Energy Conservation Areas of Expertise	
Behavior Modification Boiler and Steam Systems Building Commissioning Building Envelope Cogeneration Data and Utility Rate Structure Analysis Electrical Systems EMS, Building Automation and Control Systems Energy Audits and Instrumentation Energy Management Green Buildings, LEED and ENERGY STAR HVAC Systems	Indoor Air Quality Interval Data Analysis Lighting Maintenance Management Codes and Standards, ASHRAE requirements Mechanical Engineering Moisture and Humidity Management Pneumatic Systems Smart Grid Thermal Energy Storage Systems Turf and Irrigation Demand Management
Ancillary Capacities	
Accounting Biology Business Communications Computing System Design Construction Management Education	Human Resources Information Systems Management Nonprofit Management and Leadership Organizational Management Public Relations Public School Administration School District Finance

## A. Licenses & Certifications

Cenergistic maintains an in-house team of industry experts with the education, licenses, and certifications critical to understanding and generating energy conservation savings for K-12 and higher education clients. Collectively, our staff holds the following:

- 9 doctorates;
- 43 master's degrees;
- 4 Certified Public Accountants (CPA)
- 9 Professional Engineer (P.E.) licenses
- 26 Association of Energy Engineers (AEE) Certified Energy Manager (CEM) certifications.
- 15 Measurement and Verification Professional (CMVP) certifications

Energy Engineering	Professional Engineers
Building Energy Simulation Analyst (BESA)	Mechanical
Certified Building Commissioning Professional (CBCP)	Industrial
Certified Demand Side Manager (CDSM)	Civil/Environmental
Certified Energy Manager (CEM)	
Certified Indoor Air Quality Professional (CIAQP)	<b>LEED Accreditation</b>
Certified Measurement and Verification Professional (CMVP)	LEED Accredited Professional (LEED AP)
Certified Sustainable Development Professional (CSDP)	LEED Building Design & Construction (LEED BD+C)
Certified Water Efficiency Professional (CWEP)	<b>Quality Control</b>
Certified Landscape/Irrigation Professional (CLEP)	Certified Quality Engineer
	Certified Quality Auditor
Information Systems	Building Systems
Microsoft Certified Network Engineer (MCNE)	Heating, Ventilation, Air Conditioning (HVAC)
Microsoft Certified Systems Engineer (MCSE)	Boiler Operator
Microsoft Certified Systems Administrator (MCSA)	

## B. Key Personnel Overview

Led by the Client Manager, Cenergistic's team of in-house engineering and energy management implements our proven behavioral energy conservation methodology. Cenergistic assigns in-house engineering and conservation experts to address client needs and maintain maximum savings. Scheduled by the Client Manager, these Consultants work on a consistent on-site rotation with the Energy Specialist for Alachua County.

In addition to this on-site expertise, Cenergistic's Center of Excellence provides remote support and analysis by Engineers, Energy Management Services (EMS) specialists, and Measurement and Verification Professionals. The Center of Excellence can remotely review many energy management systems and provide remote diagnostics and assistance, as well as schedule regular remote sessions to ensure the program is achieving maximum savings.

Finally, Cenergistic's key personnel include human resources professionals to hire and manage the Energy Specialist as well as marketing personnel to coordinate public recognition and/or awards for Alachua County's success during the contract term.

## Key Personnel Resumes

### Dr. William S. Spears — Chairman - Founder, CEO



**Founded Cenergistic:** 1986

**Education:** Doctorate of Business Administration, Wayne Huizenga Graduate School of Business and Entrepreneurship at Nova Southeastern University; MBA from Wharton School at the

University of Pennsylvania and a Bachelor's of Science Degree from Oklahoma State University

**Industry Experience:** 37 years of experience in public school energy management

**Past Roles:** Dr. Spears served the Wichita Falls Independent School District as Trustee, Board Secretary, Board Vice President and Chairman of the Facilities Committee for six years.

**Organizations:** Dr. Spears has served on the boards of numerous civic organizations and financial institutions, including:

- American Cancer Society, Board Member, Co-Chairman of Cattle Baron's Ball Fund Raiser
- Christian Businessmen's Committee of Wichita Falls, Inc., Founder, Chairman of the Board
- City National Bank, Director (1969 – 1988), Chairman of Directors' Loan Committee

- City of Wichita Falls Planning and Zoning Commission, Board Member
- Ford's Theatre, Washington, D.C., Founding Member, National Advisory Board
- Insight for Living, Chuck Swindoll Ministries, Board Member, Executive Committee Member
- Interfaith Ministries, Board Member, Chairman of Finance Committee
- Lincoln Forum, Gettysburg, PA, Board Member
- North Texas Council Boy Scouts of America, Board Member
- North Texas Easter Seal Rehabilitation Center, President
- Oklahoma State University, Benefactor, William S. Spears School of Business
- Red River Civil War Roundtable, Founder and President
- University of Texas Medical School, Board Member
- Times Publishing Company Charities, Founder and President
- Wichita Falls Board of Commerce and Industry, Board Member
- Wichita Falls Museum and Art Center, Board Member
- Wichita Falls Symphony, Board Member
- Young Life, Founder and Board Member, Wichita Falls Chapter



**Dr. Randy Hoff, PE, CEM,  
CMVP –  
Vice Chair**

**Education:** Doctor of Engineering, Engineering Management, Southern Methodist University; MBA, Marquette University;

Bachelor's Degree, Industrial Engineering, Texas A&M

**Licenses/Certifications:** Registered Professional Engineer (Texas); Certified Energy Manager; Certified Measurement and Verification Professional; Certificate in Sustainability from the Environmental & Civil Engineering Department at Southern Methodist University

**Industry Experience:** 15 years of experience in operational energy conservation; experience in corporate auditing and supply-chain logistics.

**Past Roles:** Dr. Hoff joined Cenergistic after broad and varied experience with General Electric Corporation, during which he earned his Six Sigma Certified Master Black Belt through GE's renowned continuous improvement process. He is a member of the Advisory Council for the Industrial & Systems Engineering Department at Texas A&M University. Dr. Hoff was awarded the 2017 Distinguished Alumni Award by the Department of Industrial and Systems Engineering at Texas A&M University for his significant contributions in promoting the profession of industrial engineering.



**Tony Erickson –  
Executive Vice President  
of Services and  
Operations**

**Joined Cenergistic:** July 2018

**Education:** Bachelor's Degree, Management

Information Systems, Texas A&M University

**Industry Experience:** More than 20 years of energy and operations expertise

**Past Roles:** Mr. Erickson began his career at IBM as a Sales Director and Consulting Executive where he served for 10 years providing leadership across all IBM brands for services and hardware in energy and utilities consulting markets. After IBM, he joined HP Enterprise Services where he spent six years as Vice President and General Manager with responsibility for a \$350M portfolio of utilities, oil and gas, engineering, chemicals, mining and media and entertainment verticals. Mr. Erickson spent two years at Accenture as Managing Director for North America Resources with an \$800M portfolio of business. Most recently, he served as Principal for Sales Benchmark Index (SBI) where he coached C-Suite executives in best practices to exceed revenue growth objectives.



**Christina Ezzell, CMVP – Senior Vice President, Program Implementation**



**Joined Cenergistic:** November 2009

**Education:** Completing Accreditation for Management Information Systems, Bachelor's Degree, Liberty University; Pursuing Master's Degree, Business

Management, Liberty University

**Licenses/Certifications:** Certified Measurement and Verification Professional

**Industry Experience:** Eight years of experience in operational energy conservation. Leads the Active Implementation division

**Past Roles:** Ms. Ezzell has more than 10 years of commercial property experience handling property acquisition, zoning issues, renovation and construction for a number of properties

**Matthew Bower, PE, CEM, CIAQP, CMVP – Senior Vice President, Operations**



**Joined Cenergistic:** June 2009

**Education:** MBA, Indiana University; Bachelor of Science Degree, Civil/Environmental Engineering, Michigan State University

**Licenses/Certifications:** Professional Engineer, Certified Energy Manager, Certified Indoor Air Quality Professional, Certified Measurement and Verification Professional

**Industry Experience:** Nine years of experience in energy conservation

**Past Roles:** Mr. Bower served two years with the Peace Corps as an Environmental Engineer in the small south African country of Lesotho. Returning to the United States, Mr. Bower taught high school math and coached tennis, and served as sales and project manager for a large general contractor.

**Organizations:** Avid triathlon competitor, and with his wife supports the Leukemia Lymphoma society through Team in Training events



**Michael Gaal – Senior Vice President**

**Joined Cenergistic:** August 2018

**Education:** Master of Science, National Security Policy Studies, National War College, Space

Operations, University of Colorado; Engineering Mechanics, United States Air Force Academy; The Broad Superintendents Academy

**Past Roles:** Mr. Gaal was Deputy Chancellor, Innovations and Systems Improvement for District of Columbia Public Schools, Oakland Unified School District; Chief of Staff at Oakland Unified School District, California; and Network Leader (K8) for Education Achievement Authority of Michigan. Before his career in education, Michael served in the U.S. Air Force, in such roles as Deputy Director of Policy, International Affairs; Vice Commander and Senior Advisor, 321 Air Expeditionary Wing and Office of Security Cooperation, Baghdad, Iraq; Chief of Staff and Military Assistant, Military Policy, Office of the Under Secretary of Defense for Policy; Commander, 92<sup>nd</sup> Operational Support Squadron, Fairchild AFB, Washington; Chief of Safety and Operations Officer, Dover AFB.

**Jack Bullock, PE, CEM, BESA – Chief Engineer**



**Joined Cenergistic:** July 2008

**Education:** Bachelor's Degree, Mechanical Engineering, Kennedy Western University; AS, Electrical Engineering, Hutchinson College

**Licenses/Certifications:** Professional Engineer, Microsoft Certified Network Engineer, Certified Energy Manager, Certified Building Energy Simulation Analyst

**Industry Experience:** 35 years of experience with energy management systems

**Past Roles:** Mr. Bullock joined Cenergistic when he left Honeywell as an Area Solutions Development Leader. At Honeywell, he was awarded a Honeywell Corporate Lifetime Achievement Award for technical excellence for his work in developing complex technical solutions to meet a unique client need. Mr. Bullock has two United States Patents. The first patent is for the calculations and processes needed to simulate or predict a buildings energy consumption. The second patent is for analytics that examine smart meter interval data for missed energy conservation opportunities. Both patents are the foundation for the tools that Cenergistic uses to optimize our clients. Mr. Bullock is also leading the development of Cenergistic's Visual Inventory Tool. This tool uses EMS data and engineering expertise to find savings that are missed by most clients.

**Past Roles:** More than 25 years of broad and varied experience in the transportation and newspaper industries, distinguishing himself as a strong leader by integrating varied functions to support the core business. He served as Nationwide Business Manager for a large moving firm, managing nationwide forwarding and brokerage operations for commercial and Department of Defense markets. He worked his way up in the newspaper business from a young paper route carrier to Director of Operations for a regional newspaper, handling a wide array of responsibilities for newspaper operations



**James Newkirk, CEM,  
CMVP – Senior Vice  
President, Client Operations**

**Joined Cenergistic:** October  
2012

**Education:** Master's Degree,  
National-Louis University,  
Chicago; Bachelor's Degree,

English, Shepherd University, West Virginia

**Licenses/Certifications:** Certified Energy  
Manager, Certified Measurement and  
Verification Professional

**Industry Experience:** 12 years of experience in  
operational energy conservation

**Past Roles:** After a career in education, Energy  
Specialist for Marian County Schools, Ocala,  
Florida. In seven years, saved more than \$16  
million. Earned \$600 thousand in non-match  
energy grants for the district.



**Eileen Byrd, CPA, CEM,  
CMVP, CIA, CIAQP, CQE –  
Senior Vice President,  
Quality Assurance**

**Joined Cenergistic:** August  
2010

**Education:** Master's Degree,  
Accountancy, Wayne

Huizenga School of Business, Nova  
Southeastern University; Bachelor's Degree,  
Business Management, University of South  
Carolina-Aiken

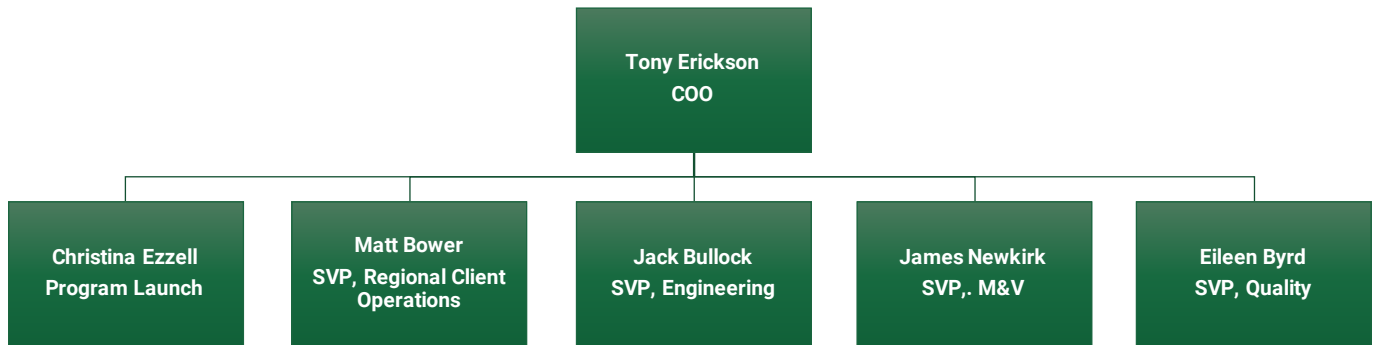
**Licenses/Certifications:** Certified Public  
Accountant, Certified Energy Manager, Certified  
Internal Auditor, Certified Quality Engineer,  
Certified Quality Auditor, Certified Quality  
Technician, Certified Indoor Air Quality  
Professional and Certified Measurement and  
Verification Professional

**Industry Experience:** Seven years of experience  
in operational energy conservation. Leads  
Cenergistic's Data Quality division

**Past Roles:** Ms. Byrd's professional experience  
includes leading the internal auditing team for  
Alcon Laboratories

## Project Team Chart

*Key Personnel for Alachua County:*

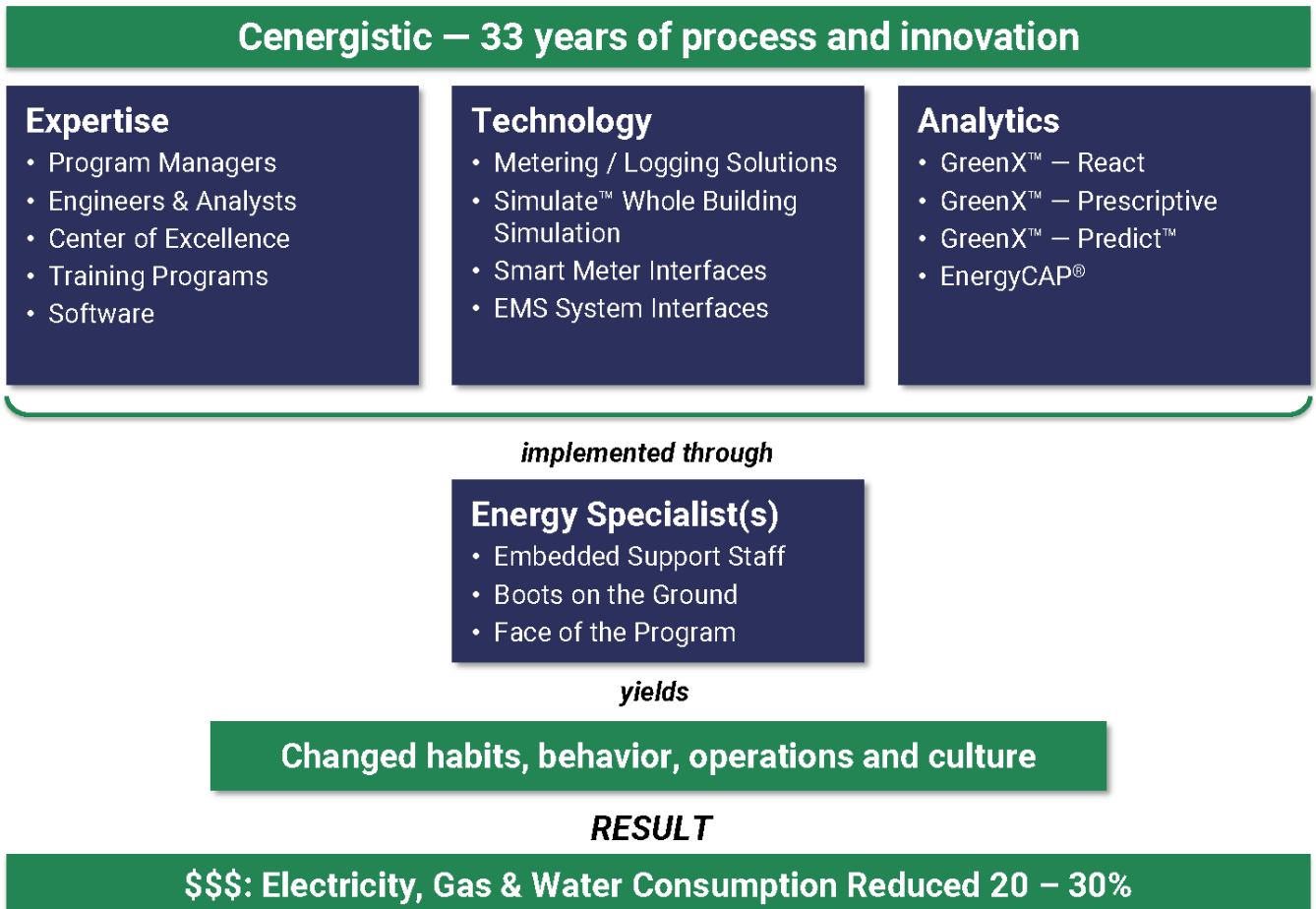


## Submission Section 4: Services

For 33 years, Cenergistic has partnered with clients like the Alachua County Board of County Commissioners to reduce energy consumption for our clients through a highly effective behavioral energy conservation program. Achieving this goal requires a combination of practical experience in organizational behavior, technical expertise, the ability to effectively execute a complex program and the ability to teach an organization to own and sustain its tailored program for the long haul.

Using Cenergistic's technology, data, methodology and expertise, these clients have achieved energy savings averaging 26% and often significantly more.

### Implementation Methodology



## Program Approach

Cenergistic's behavior-based energy conservation approach is much more than simply turning off lights and computers. It's about changing organizational behavior: how each person in the organization understands, uses and saves energy for years to come.

Our energy conservation management approach provides our clients with more control over energy use with no upfront costs, no new equipment, and no equipment retrofits.

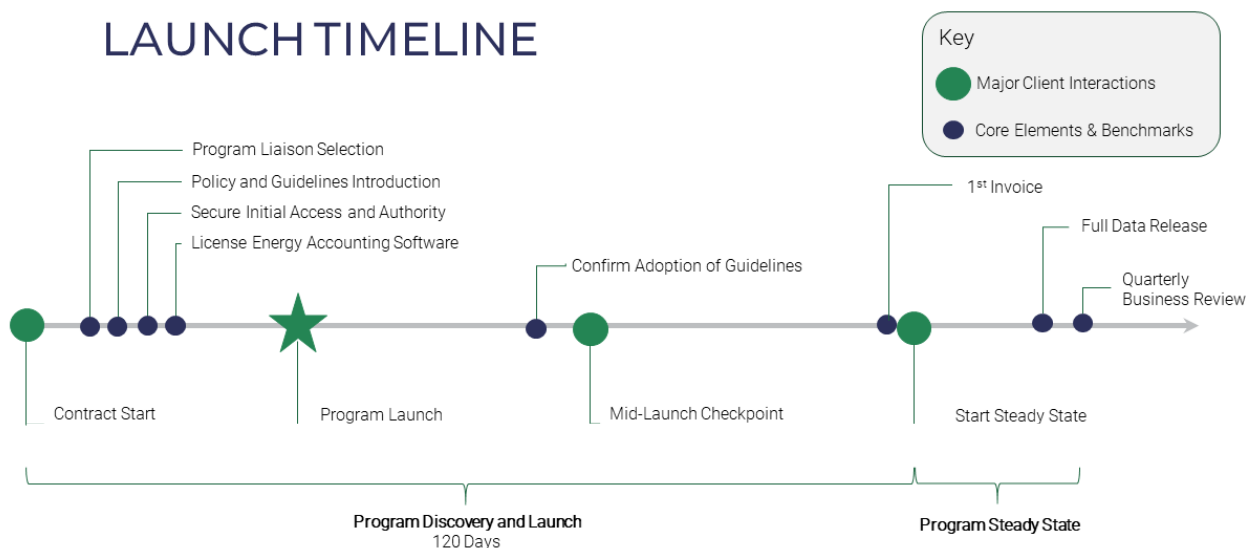
## Sustainability as a Service

Energy Experts + Cloud-Based Machine Learning Technology.

- Improved Operations, Behavior, Habits, Culture: 20 – 30% Reduced water, gas and electricity consumption
- On-site Energy Specialists: Locally hired, full-time, trained and certified
- Industry Standard Analytics: EnergyCAP, Opti-Commissioning, Data Logging, Remote Verification
- Proven Technology: Cenergistic Ceres Pro™; Cenergistic GreenX™; Cenergistic Simulate™; Cenergistic Predict™; Smart Meter interface
- In-House Expertise: Client Managers; Engineers & Analytics, Center of Excellence and training programs
- Award-Winning process: Nation's top service and product provider for certification and leader recognition

## Implementation Plan

Cenergistic's Client Manager will be the primary contact for the Alachua County Board of County Commissioners for the energy savings contract. Supported by Cenergistic's internal team of energy conservation energy experts, the Client Manager will lead and coordinate all program implementation tasks, as well as respond to any concerns by Alachua County.



## Program Kickoff

Cenergistic will work closely with Alachua County to complete the following actions within the first 30 – 60 days following the contract start date.

- Select the On-Site Energy Specialist;
- Identify the Program Liaison;
- Define the Reporting Structure for the Contract Term;
- Gain Board Adoption of the Energy Policy & Guidelines; and
- Launch the Implementation Period and Alachua County savings.

## Energy Specialist Selection (Months 1-3)

Cenergistic focuses on selecting the Energy Specialist who will be trained in carrying out the work of conservation awareness and measurement and verification of results. Because the Energy Specialist is employed by Cenergistic, there is no budget impact. Primary focal points during the first three months include the following:

- Provide posting materials and direction for securing applicants for the Energy Specialist position;

- Collaboratively interview candidates with Alachua County representatives and select the Energy Specialist;
- Identify program champion and define program reporting structure; and
- Gain adoption of an Energy Policy & Guidelines from the Board of County Commissioners.

### **Early Implementation Period (Months 1-)**

The goal of this period is to implement the energy program as quickly as possible within the organization to start saving money. It includes establishing strong leadership support, educating all groups within Alachua County on the value of the program, the role of the Energy Specialist, how the program works, the importance of staff participation and adoption, and to begin changing habits in county facilities. Some focal points during this period include:

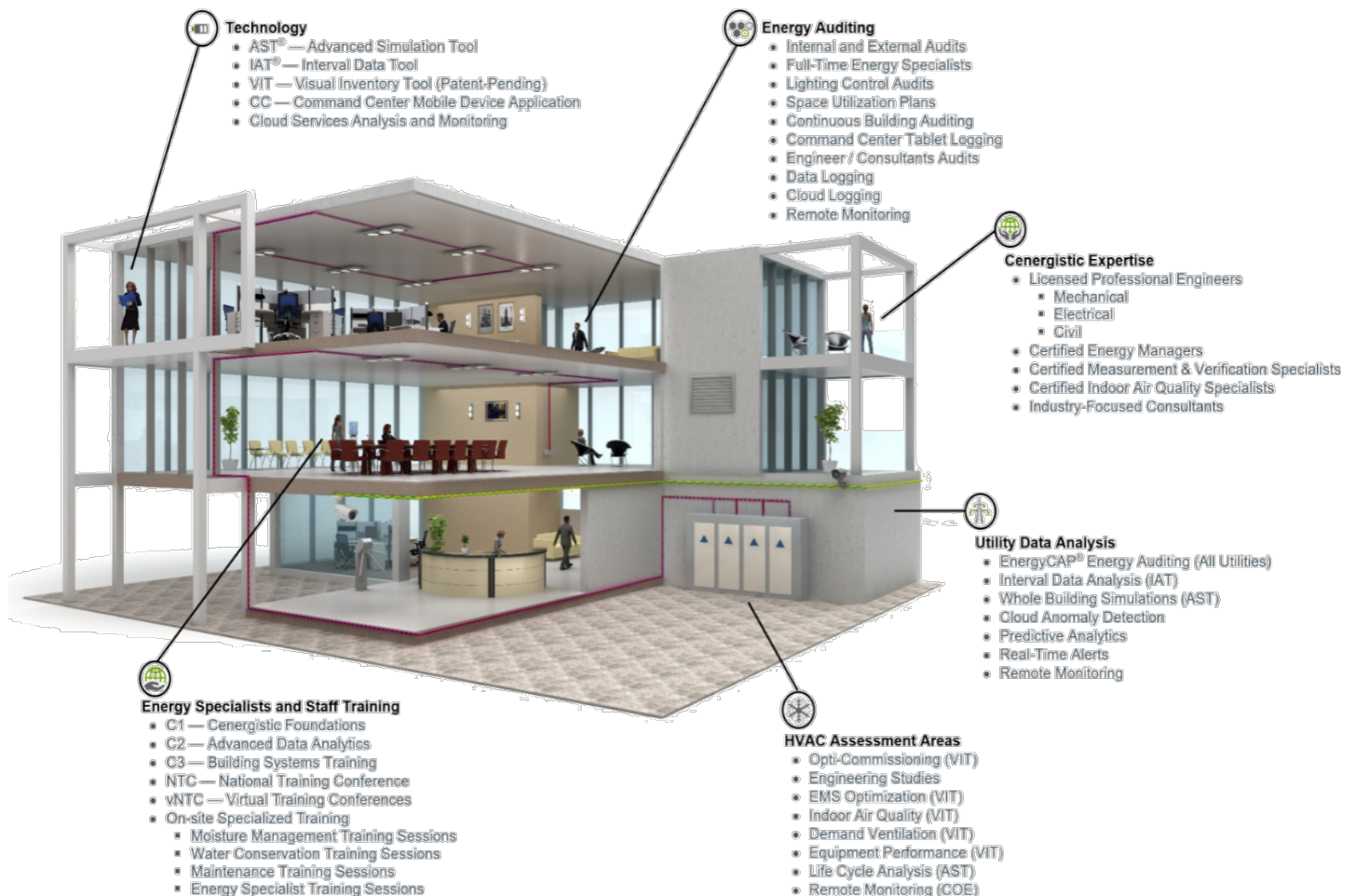
- Make initial presentations to key stakeholder groups: administration, maintenance, custodial, faculty and staff;
- Training on online measurement and verification software, EnergyCAP® Professional;
- Gather billing information for the baseline period for county facilities;
- Enter each county facility's utility consumption, rates, and cost information into software by meter by month for baseline period;
- Enter adjustments to performance data to account for all non-program variances;
- Create operational/strategic plans and operating/use schedules for county facilities;
- Estimate building savings potential for all county facilities;
- Begin audit of county facilities to ensure compliance to conservation plan and schedules;
- Utilize Cenergistic's exclusive reporting and performance tracking tools;
- Review/finalize operational/strategic plans with facility building owners;
- Provide audit feedback to facility building owners on savings opportunities;
- Provide monthly savings reports to facility building owners; and
- Provide early program updates to the Board.



## Technical Implementation

During the Technical Implementation period, Cenergistic Energy Specialists, Engineers and other experts focus on utilizing data from all sources with our analytics to drive the implementation team's actions. Interval smart meter data – along with data from your energy management systems and observations from the Cenergistic Energy Specialists – will be analyzed by Cenergistic Engineers to identify opportunities. Cenergistic consultants and energy specialists work together to turn identified opportunities into realized savings.

Technical Consultants from Cenergistic focus on your complex buildings and will perform Engineering Evaluations prior to making changes.



### **Program Expansion (Years 1-3)**

The goal during the Program Expansion period is to continue the assessment and recommendations for the facilities and for facilities constructed during the first year of program. Cenergistic automatically accepts all new facilities into the energy conservation program as part of the overall contract. Leadership support is established for every building during this phase, and ongoing facility audits are conducted around the clock and throughout the year.

Regular online reports and dashboards are generated for every facility and utility type, allowing comparative data analysis and benchmarking. Reports are also produced for senior leadership and the Board, ensuring accountability and program follow-through. The primary focal points during the Program Expansion period include:

- Expand the focus of the Specialist to provide additional program and educational coverage for county facilities;
- Ensure Energy Specialist attends Cenergistic training;
- Continue to create or refine operational/strategic plans and operating/use schedules for facilities;
- Monitor continuous auditing to ensure compliance to conservation plan and schedules
- Review operational/strategic plans with all facility building owners;
- Provide audit feedback to all facility building owners on savings opportunities;
- Provide monthly savings reports and dashboards to all facility building owners;
- Provide quarterly reports on program performance to the County Board;
- Provide proactive media coverage tools as deemed appropriate; and
- Utilize diagnostic tools to monitor operating conditions in response to program changes.

### **Program Refinement (Years 4-5)**

The goal during the Program Refinement period is to continue to expand the energy conservation effort to every facility, focusing on smaller changes and savings. The initial three years of the program focus on large changes and significant areas of cost, while the fourth and fifth years of the program dig more deeply into the habits and systems to capture any remaining savings.

In addition, organizations are constantly expanding and changing conditions in the environment. Cenergistic's program accounts for those changes, ensuring the program adapts to new facilities and different use patterns over time. The primary focal points during the Program Refinement period include:

- All educational, facility auditing, and program reporting services referenced in the Program Expansion phase;
- Ongoing feedback on the performance of the Energy Specialist;

- Ongoing training in more specialized areas of conservation and service;
- Pursuit of ENERGY STAR® and other national conservation awards and public relations opportunities; and
- Revisions to operational/strategic plans and operating/use schedules for all county facilities, per changes to facility use patterns.

### **Long-Term Sustainment (Beyond Year 5)**

Cenergistic aspires for Alachua County to continue implementing its conservation program and realizing significant savings on an ongoing basis. In support of that goal, during the final year of the program's initial phase, Cenergistic and the client will meet to discuss the client's energy needs going forward – building on the established program.

Based on a collaborative needs assessment, Cenergistic may elect to provide a customized proposal for added services beyond Year 5. Those services may include, but are not limited to:

- Continued provision of on-site Energy Specialist;
- Investment grade audit and engineering support for infrastructure upgrades;
- Engineering simulation work;
- Third-Party Measurement and Verification Services for performance contracts; and
- Utility bill auditing and payment services.

Of course, proposal and pricing will reflect the projects and services the client chooses to implement. Pricing may be a fixed monthly retainer, a share of added savings, or some combination thereof.

#### **A. Communications & Reporting**

Throughout the program Cenergistic will provide implementation progress updates to Alachua County.

During contract years 1-5, Alachua County will have access to online reports and dashboards through EnergyCAP® Professional. In addition, Cenergistic will provide the following standard reports:

- Monthly savings reports and dashboards;
- Quarterly reports on program performance;
- Ongoing feedback on the performance of the Energy Specialist;
- Ongoing training in more specialized areas of conservation, sustainability and service; and
- Communications regarding the pursuit of ENERGY STAR® and other national conservation awards and public relations opportunities.

## Program Success Recognition

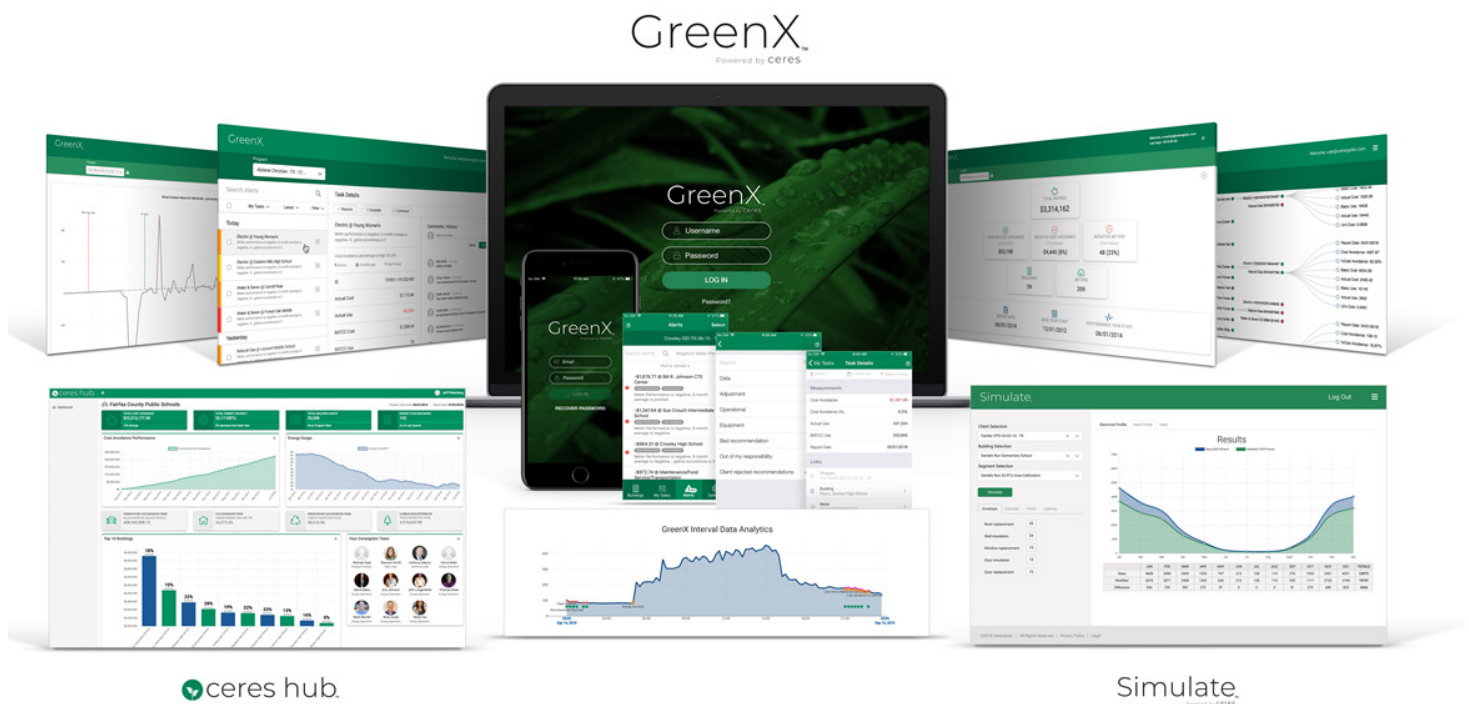
As part of Cenergistic's energy savings contract, in Years 4-5 of the program, Cenergistic personnel will coordinate with Alachua County to seek recognition for the savings achieved. Specifically, Cenergistic will pursue ENERGY STAR and other national conservation awards for Alachua County as well as public relations opportunities.

## ENERGY STAR Recognition

Since the start of the ENERGY STAR building certification program, Cenergistic clients have chosen this national recognition and third-party validation of their energy conservation success. Cenergistic's partnership with ENERGY STAR provides us with the opportunity to assist clients across the nation in receiving their own recognition for extraordinary work in people-oriented energy conservation. Cenergistic's clients have earned more than 10,000 ENERGY STAR awards and recognitions.

## Proprietary Technology & Tools

Cenergistic uses cutting-edge, proprietary tools to optimize systems and drive savings. The chart below includes a sample of our proprietary tools.



## Submission Section 5: Measurement & Verification

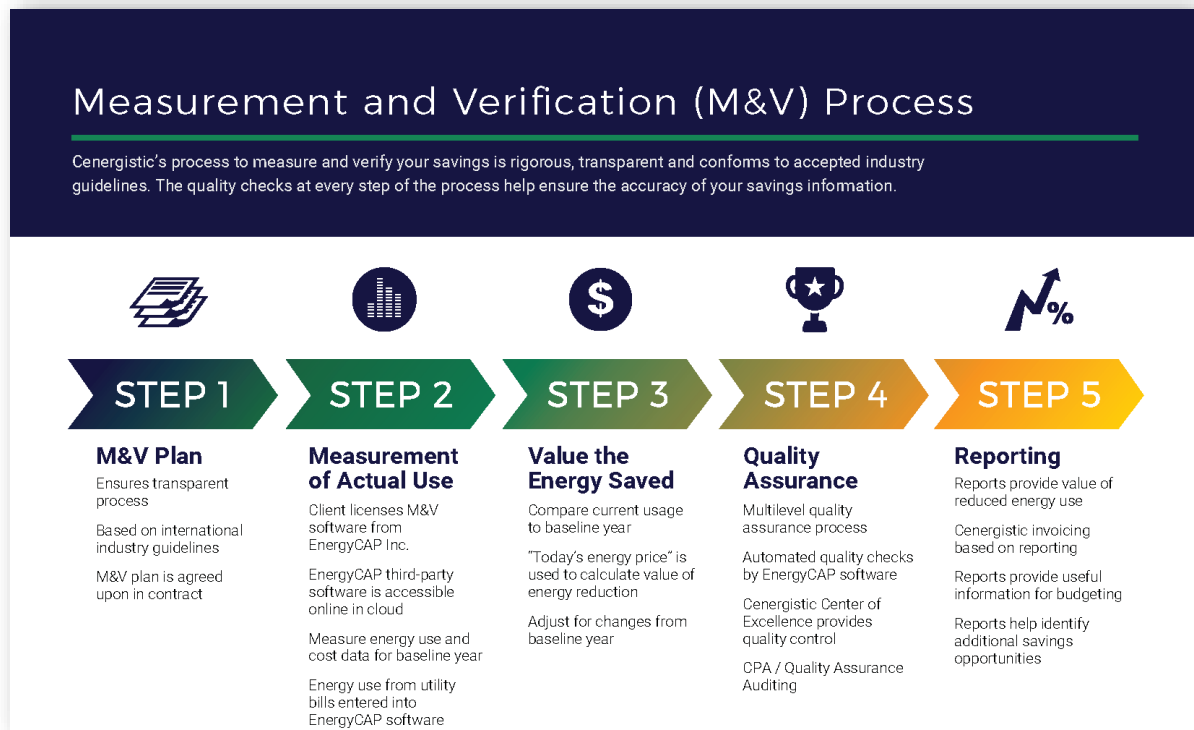
### Energy Accounting Software

Cenergistic's clients independently track, validate and report results using energy savings measurement and verification using EnergyCAP® Professional Online, a utility accounting software program that adheres to IPMVP standards. All Cenergistic Energy Specialists are trained to support clients using EnergyCAP which solves measurement and verification (M&V) challenges in the following areas:



- Sustainability & Compliance
- Reporting & Presentation
- Utility Bill Management
- Savings & Analysis

As part of the energy services contract with Cenergistic, the Alachua County Board of County Commissioners will maintain an annual license with EnergyCAP for access and use of the software. The annual cost for Alachua County is delineated in Cenergistic's detailed savings projection.\*



*\*If Cenergistic is selected as a finalist or as the most responsive and responsible bidder, we would request an opportunity to discuss mutually acceptable clarifying language regarding RFP #19-915; Section 3.2.4 (page 5) and 4.6.1.2 (page 7) to clarify that the County would license EnergyCap, a third-party M&V software provider that adheres to IPMVP guidelines*

## Submission Section 6: Savings Projection and Program Fees

### Projected Savings for Alachua County Board of County Commissioners

Cenergistic has completed a thorough review of the information provided by the Alachua County Board of County Commissioners. Based on this information, Cenergistic projects \$1,508,000 **net savings** for Alachua County over the term of the five-year contract using our 33-year-old award winning, results-driven approach to maximize energy savings while improving building comfort with no impact on normal routines.

Unlike standard energy management contracts where the provider bills a fixed monthly program fee based on projected savings, **Cenergistic's shared savings fee is based on actual savings as they are achieved and verified.** Specifically, Cenergistic bills each client monthly based on the actual savings for that month, not a fixed fee based on projected savings. Therefore, Cenergistic is incentivized to maximize savings for Alachua County, not simply meet the minimum guaranteed savings projection.

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
<b>Gross Savings</b>	\$438,000	\$559,000	\$651,000	\$742,000	\$812,000	<b>\$3,202,000</b>
Energy Specialists <sup>1</sup>	Employed by Cenergistic	Employed by Cenergistic	Employed by Cenergistic	Employed by Cenergistic	Employed by Cenergistic	\$0
Energy Accounting Software <sup>2</sup>	\$31,000	\$15,500	\$15,500	\$15,500	\$15,500	\$93,000
Cenergistic Energy Management Program <sup>3</sup>	50% of Gross Savings	50% of Gross Savings	50% of Gross Savings	50% of Gross Savings	50% of Gross Savings	
<b>Net Savings to Client <sup>4</sup></b>	<b>\$188,000</b>	<b>\$264,000</b>	<b>\$310,000</b>	<b>\$355,500</b>	<b>\$390,500</b>	<b>\$1,508,000</b>

<sup>1</sup> Energy Specialists (ES) employed and provided by Cenergistic during the term of the contract.

<sup>2</sup> Energy Accounting Software is licensed by your organization from EnergyCAP, Inc., a third-party company. Year 1 costs include installation service and base year database set up. Terms and conditions to be negotiated directly with EnergyCAP, Inc.

<sup>3</sup> Cenergistic receives no minimum fee and shares in actual gross savings for Years 1 through 5. Clients are invoiced monthly following database completion.

<sup>4</sup> Net savings to client assumes gross savings projections for Years 1 through 5 are realized; actual net savings will vary based on the level of gross savings achieved.

<sup>5</sup> Proposal valid for 180 days from the date of its delivery.



## Program Fee

Cenergistic's energy conservation program is based on a true shared savings model. In this model, Cenergistic is only paid a percentage of actual savings during Years 1-5 of the program, as verified through EnergyCAP Professional Online third-party M&V software licensed by Alachua County Board of County Commissioners.

**Cenergistic does not charge a separate Program Fee, or a fixed fee based on anticipated savings. Instead, 100% of Cenergistic's compensation is paid from actual program savings.**

Finally, **we do not recommend any capital investment** as part of the program. No additional funds must be budgeted or borrowed to execute our program.

## Savings Guarantee

Based on our success with more than 1,450 clients across the nation, Cenergistic is confident that significant net savings result when the elements of our proven behavioral-focused energy management and conservation methodology are implemented by our clients.

We extend this confidence to the Alachua County Board of County Commissioners in the form of **our industry-leading savings guarantee**. Cenergistic's savings guarantee eliminates investment risk for our clients. Specifically, the guarantee provides that if, over the course of each program year, Alachua County's total investment in our energy conservation program exceeds the amount saved, Cenergistic will write a check for the difference. This represents our commitment to maximize savings while maintaining or improving room comfort for Alachua County.

## Savings Projection

Cenergistic's energy projection for Alachua County Board of County Commissioners is based on two major data sources:

1. Data specific to Alachua County; and
2. Actual savings achieved for similar clients.

To calculate predicted savings, Cenergistic collects both historical and budgeted utility expenditures by energy type, growth trends in student enrollment, anticipated changes in square footage, number and types of buildings, the extent to which buildings are controlled by EMS and the extent to which buildings are air-conditioned. For those organizations that have previously provided similar information, the longer-term trend in enrollment and square footage growth and the resulting impact on utility expenditures is also analyzed.

Cenergistic then compares this data to industry and internal databases containing 33 years of statistical information. Our process looks for similarities between the organization being analyzed and a subset of Cenergistic clients using key metrics that are significant predictors of future energy savings potential. Geography, typical weather patterns and regional energy pricing information are included in this comparison, as well. These metrics reflect the size and complexity of the organization and provide a meaningful basis for assessing the savings opportunity that exists. Actual savings results for similar clients are a significant driver in calculating projected savings.

Cenergistic's projected savings methodology generates a conservative estimate, as actual savings ultimately depend on the commitment and pace of each client's implementation of our program. Actual savings typically exceed initial estimates.

### A. Actual Energy Savings Calculation

Under Cenergistic's shared savings contract, actual energy savings are determined by comparing measured use at the meter level before and after the start of program implementation, with appropriate adjustments for changes in conditions that are independent of the Program. The simple formulaic expression is:

$$\text{Avoided Energy Use (or Savings)} = \text{Adjusted-Baseline Energy} - \text{Reporting-Period Energy} \pm \text{Non-Routine Adjustments of baseline energy to reporting-period conditions}$$

*Please see the M&V plan included in Cenergistic's standard contract in Section 9, on Page 56 for more details.*



## **Program Risks**

Unlike other contract models, Cenergistic bears the savings risk. Cenergistic does not charge a program or other fees. Our fee is simply a percentage of savings, as verified by EnergyCAP Professional Online third-party measurement and verification software.

### **B. Program Adoption & Training**

Cenergistic provides full program adoption support and training for both the Energy Specialist and Alachua County's designated Program Liaison.

### **C. On-Site Staff Management**

On-site Energy Specialists are Cenergistic employees, and report directly to Cenergistic's Client Manager, who provides routine performance evaluations and feedback.

### **D. Subcontractor Management & Performance**

Cenergistic does not use subcontractors for any services under our energy services contract. Instead, we rely on our highly educated, qualified, and experienced in-house team of 254 engineers and professionals with a combined 1,400+ years of industry experience.

### **E. Timeline Return on Investment (ROI)**

Because Alachua County pays no upfront fees to Cenergistic, we bear the burden of investment risk. Cenergistic's shared savings fee is based on actual savings, as verified by EnergyCAP Professional Online, third-party M&V solution that adheres to IPMVP standards.

### **F. Additional Program Benefits**

#### **Local Full-time Energy Specialist**

Our three decades of success is rooted in the execution of Cenergistic's in-house expertise and patented technologies through an on-site, full-time Energy Specialist employed by Cenergistic. We work closely with each client to collaboratively identify, interview, and select a local candidate for this role. Beyond creating this local full-time job, Cenergistic provides comprehensive initial and ongoing training to ensure the Energy Specialist maintains the knowledge and skills required to achieve maximum savings.

## **Submission Section 7: Appendix**

**EXHIBIT A****SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM**

RFP NUMBER: **19-915**

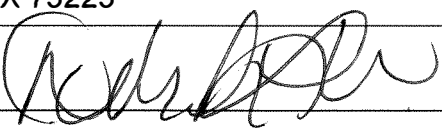
PROPOSAL OPENING DATE: **2:00 pm, Wednesday, April 17, 2019**

RE: **Behavioral Energy Savings Program**

PLACE OF RFP OPENING: **Alachua County Procurement, 3<sup>rd</sup> Floor**  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601-6983

Local Based Firms per Section 1.14, Check One Below	
<input type="checkbox"/>	I certify that my business is located in Alachua County and meets the criteria for location points as specified in Section 1.14.
<input checked="" type="checkbox"/>	I am not a local based firm in Alachua County.

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes ☒ No #2 Yes ☒ No #3 Yes ☒ NoProposer: Cenergi sti c Company: CenergisticAddress: 5950 Sherry Lane, Suite 900Dallas, TX 75225Authorized Signature:  Title: Business Operations AnalystClearly Print Name: Debrah Van WinklePHONE: 214.273.2800 FAX: 214.273.2801 DATE: 4/12/2019Email Address: dvanwinkle@cenergistic.com

**EXHIBIT B**

**SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM**

**RFP NUMBER: 19-915: Behavioral Energy Savings Program**

***OPTION 1***

I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the Bid opening.

**Circle One:**      **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 2.*)**

***OPTION 2***

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

**Circle One:**      **Yes (If yes, complete and sign the last page of this Exhibit)**

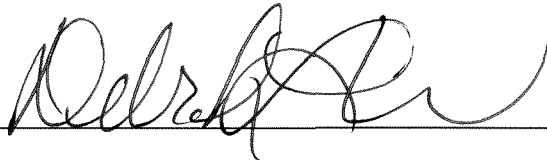
**No (If No, proceed to *Option 3.*)**

**EXHIBIT B****RFP NUMBER: 19-915: Behavioral Energy Savings Program**

I as the undersigned Vendor certify that I have completed one of the option(s) below (Circle One):

**OPTION 1****OPTION 2****OPTION 3****OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, Call (48 hours prior to RFP opening) Procurement at 352.374.5202, for direction.**

Vendor Name: Cenergistic Date 4/12/2019Signature  Title Business Operations AnalystPrinted Name: Debrah Van Winkle Title Business Operations Analyst

**EXHIBIT C****CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM FOR RFP's**

The Technical Qualifications Evaluation phase of the Professional Services Evaluation Process assesses whether a Consultant is a certified Small Business Enterprise (SBEs) and provides for the allotting of points where the Consultant includes in their submittal a request for points allowed for Alachua County's Certified SBEs' participation in accordance with the options listed below and the necessary documentation to substantiate such is provided.

CERTIFIED SMALL BUSINESS ENTERPRISE (SBEs)- REQUEST FOR POINTS 15 POINT MAXIMUM																															
Points for Certified Small Participation is to be awarded using one of the options below:	Points Allowed	Points Requested	Points Assigned																												
Fifteen (15) points are awarded to the Consultant if the Consultant is a certified small business (per Alachua County's current SBE registry at the time set for receipt of submittals) and at least 51% of the job will be performed by the Consultant.	15 pts	N/A																													
<p>Eight (8) to thirteen (13) points are awarded if the Consultant commits to a significantly higher certified Small participation than the goal, based on the breakdown indicated below:</p> <p>Percentage of Certified Small Participation:</p> <table> <tr> <th>at least</th><th>but less than</th><th colspan="2">Points to be Awarded</th></tr> <tr> <td>25%</td><td>30%</td><td>8</td><td>Points</td></tr> <tr> <td>30%</td><td>35%</td><td>9</td><td>Points</td></tr> <tr> <td>35%</td><td>40%</td><td>10</td><td>Points</td></tr> <tr> <td>40%</td><td>45%</td><td>11</td><td>Points</td></tr> <tr> <td>45%</td><td>50%</td><td>12</td><td>Points</td></tr> <tr> <td>50%</td><td>51%</td><td>13</td><td>Points</td></tr> </table>	at least	but less than	Points to be Awarded		25%	30%	8	Points	30%	35%	9	Points	35%	40%	10	Points	40%	45%	11	Points	45%	50%	12	Points	50%	51%	13	Points	8 pts - 13 pts	N/A	
at least	but less than	Points to be Awarded																													
25%	30%	8	Points																												
30%	35%	9	Points																												
35%	40%	10	Points																												
40%	45%	11	Points																												
45%	50%	12	Points																												
50%	51%	13	Points																												
Five (5) points are awarded to a Consultant who has committed to meet the percentage participation goal of 15% as established by the Board of County Commissioners and the Consultant has listed the certified small business(es) and clearly stated the work and percentages of the job that those business(es) will perform.	5 pts	N/A																													

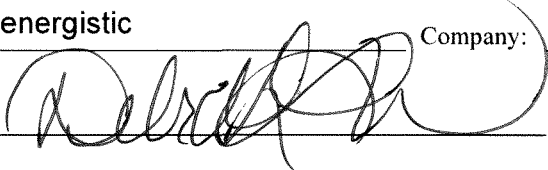
**EXHIBIT D****ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM****RFP 19-915: Behavioral Energy Savings Program**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Please mark the appropriate box below that applies to how you pay your employees:

1.	<input checked="" type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$13.50 hourly</b> and are provided health benefits?
2.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$15.60 hourly</b> but are not provided health benefits?

Bidder: Cenergistic Company: Cenergistic

Authorized Signature:  Title: Business Operations Analyst

Clearly Print Name: Debrah Van Winkle Phone: 214.273.2837

Email Address: dvanwinkle@cenergistic.com

**EXHIBIT E****VOLUME OF PREVIOUS WORK SUMMARY**

Volume of previous work will be determined by the actual fees rendered to the consultant by Alachua County. These fees are based on actual payments made to the consultant and are retrieved from the County's electronic accounting system. Only a portion of these fees 9 (Adjusted fee) will be considered based on the fiscal year payments and the factor listed below (see chart below).

**SAMPLE**

PERIOD	ACTUAL FEE	FACTOR	ADJUSTED FEE
Current and last year (Oct 1 – Sept 30)	\$ 100,000.00	X 1.0	\$ 100,000.00
Second year past (Oct 1 – Sept 30)	\$ 100,000.00	X .08	\$ 80,000.00
Third year past (Oct 1 - Sept 30)	\$ 100,000.00	X .06	\$ 60,000.00
<b>TOTAL ADJUSTED FEE CONSIDERED</b>			<b>\$ 240,000.00</b>

**VOLUME OF PREVIOUS WORK - POINTS EARNED**

The volume of previous work points earned are based on the adjusted fee (see chart below).

POINTS	ADJUSTED FEE (AF) *	YOUR REQUESTED AF POINTS
5	AF < 50,000	N/A _____ points
4	50,000 < AF < 100,000	
3	100,000 < AF < 200,000	
2	200,000 < AF < 300,000	
1	300,000 < AF < 400,000	
0	AF > 400,000	



**EXHIBIT F****DRUG FREE WORKPLACE**

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement Code states that in the evaluation of proposals, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Procurement Code hereby certifies that


Cenergistic

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature Debrah Van Winkle

4/12/2019

Date


**EXHIBIT G****PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

 4/12/2019  
 Bidder's Signature Debrah Van Winkle Date

- - - OR - - -

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY**

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

\_\_\_\_\_  
 Bidder's Signature Date

July 26, 2006



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Stephens Insurance, LLC PO Box 3507 Little Rock AR 72203-3507	<b>CONTACT NAME:</b> Felecia Prince <b>PHONE (A/C, No, Ext):</b> (800) 852-5053 <b>FAX (A/C, No):</b> (501) 377-2470 <b>E-MAIL ADDRESS:</b> felecia.prince@stephens.com														
<b>INSURED</b> Cenergistic, LLC 5950 Sherry Lane Suite 900 Dallas TX 75225	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER C: Arch Insurance Company of America</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B: ACE American Insurance Company	22667	INSURER C: Arch Insurance Company of America	11150	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 2019-2020 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	ZLT-D511655	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits Liability Each Cl \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	AWT-D481175	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Hired Car Physical Damage Comp i \$ 50,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	URTD511662	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 25,000,000
							AGGREGATE \$ 25,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WDT-D497640-00	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof. Liab A/I-Required Contract			MPBG21674370012	1/1/2019	1/1/2020	Limit/Agg 5,000,000
C	Crime Coverage			PCD9303037-02	1/1/2019	1/1/2020	Limit/Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid 19-915: Behavioral Energy Savings Program

Certificate Holder, Owner & Architect are Additional Insureds under the General Liability (on a Primary & Non-Contributory Basis), Auto Liability & Excess Liability Policies as required by written contract for both ongoing & completed operations. A Waiver of Subrogation in their favor applies to the General, Auto, Umbrella & Workers Compensation where allowed by law.

## CERTIFICATE HOLDER

## CANCELLATION

tcrosby@alachuacounty.us  Alachua County Board of County Commission Alachua County Procurement Tommy Crosby, Assistant County Manager, F County Admin. Bldg. 3rd Floor 12 SE 1st Street Gainesville, FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE John Harbour/PRFE
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## Additional Named Insureds

### Other Named Insureds

Cenergistic, Inc.	- FEIN 75-2195821	C Corporation, Legal
Energy Education of Montana, Inc.	-FEIN 04-3767811	C Corporation, Additional Named Insured
Energy Education, Inc.	- FEIN 75-2195821	C Corporation, Additional Named Insured

## Submission Section 8: Exceptions to RFP #19-915

### Behavioral Energy Savings Program for Alachua Board of County Commissioners

Cenergistic believes that any questions or issues concerning the terms of the RFQ can be resolved through discussion and negotiation, but in the spirit of full disclosure and to identify topics most conducive to further dialog and clarification, Cenergistic would list the following exceptions to the RFQ:

1. **The penultimate paragraph of Section 1.2 on page 1** of the RFP states that “all work papers/products developed as part of the contract performance become property of the County upon termination or completion of the provisions of services.” This provision would potentially allow the County to have a recognized proprietary or ownership interest in Cenergistic’s proprietary and Intellectual Property. If Cenergistic is selected as a finalist or as the most responsive and responsible bidder, we would request an opportunity to discuss mutually acceptable clarifying language regarding this paragraph.
2. **Section 8.1 (page 10)** provides that all personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained. With respect to the energy specialists who will be onsite, our form of contract provides that Cenergistic will not assign an energy specialist to the County that is unacceptable to the County (which acceptance shall not be unreasonably withheld). With respect to our consultants who will only visit onsite occasionally, Cenergistic would request that those persons not be subject to such restrictions. If Cenergistic is selected as a finalist or as the most responsive and responsible bidder, we would request an opportunity to discuss mutually acceptable clarifying language regarding this paragraph.
3. **Section 8.2 (page 10)** provides that the proposal will serve as the basis for negotiating the contract. While Cenergistic is not opposed to utilizing the proposal in the negotiation process, Cenergistic would like to clarify that the terms contained in the contract that has been agreed upon and signed by both parties would be the governing document and would take precedence over any other documents, including the proposal. If Cenergistic is selected as a finalist or as the most responsive and responsible bidder, we would request an opportunity to discuss mutually acceptable clarifying language regarding this paragraph.
4. **Section 8.6 (page 10)** provides that the County reserves the right to award contracts to more than one Consultant as determined to be in the best interest of the County. Cenergistic has provided a response for a comprehensive Program and if the County attempted to pull out certain parts of the Program it would negatively and dramatically impact the effectiveness of the Program. If Cenergistic is selected as a finalist or as the most responsive and responsible bidder, we would

request an opportunity to discuss mutually acceptable clarifying language regarding this paragraph.

5. **Section 8.7 (page 10) and Section 8.11 (page 11)** provide that the contract may not be assigned without the prior written consent of the County. While Cenergistic has not in the past and has no present plans to assign any contracts, in the event such situation does arise, Cenergistic would like this provision to include language that such consent would not be unreasonably withheld. If Cenergistic is selected as a finalist or as the most responsive and responsible bidder, we would request an opportunity to discuss mutually acceptable clarifying language regarding this paragraph.
6. **Section 8.8 (pages 10-11)** provides that the duty to defend exists regardless of ultimate liability. Cenergistic would like clarification that, upon a finding that indemnification was not owed, the duty to defend would also not be owed. If Cenergistic is selected as a finalist or as the most responsive and responsible bidder, we would request an opportunity to discuss mutually acceptable clarifying language regarding this paragraph.
7. **Section 8.10 (page 11)** provides for termination upon default, termination for convenience and termination for non-appropriations. If there is a material breach by Cenergistic that is not cured, after having been given reasonable notice (preferably not less than 30 days), and an opportunity to cure the breach, Cenergistic is agreeable with the County having the ability to terminate the contract. The language concerning termination for convenience (including the amount to be paid, the length of any notice requirement, etc.) is contained in our standard contract and addresses necessary issues associated with such termination. With respect to non-appropriations, because all expenses of the program are paid by Cenergistic (except for the annual software costs which are guaranteed by Cenergistic to be covered by the savings) and Cenergistic is only paid a contingent fee in arrears if there are actual savings, it is Cenergistic's position that no new or additional funds need to be budgeted for this program; thus, as long as the County continues to budget for utilities as it has in the past, non-appropriation of funds is technically not possible. Additionally, if the County terminates the contract, Cenergistic will suffer financial loss because of Cenergistic's intensive front-end efforts and the fact Cenergistic will be paying the expenses of the program including the salaries and benefits of the energy specialists. If Cenergistic is selected as a finalist or as the most responsive and responsible bidder, we would request an opportunity to discuss mutually acceptable clarifying language regarding this section 8.10.
8. **Exhibit J (page 28)** contains a sample agreement. Cenergistic needs to except to that agreement in order to be able to discuss certain of the provisions contained in that agreement. To allow for dialog, clarification and modification, Cenergistic has attached its standard sample agreement and would list any differences between the two contracts as exceptions.

## Submission Section 9: Sample Contract

### The Benefits & Value of Cenergistic's Energy Savings Contract

For more than 33 years, Cenergistic has been helping public organizations fund programs, salaries, and even new buildings through substantial utility bill savings achieved through our proven behavioral energy conservation program. Our proven program doesn't need new or retrofitted equipment to generate 20 – 30% savings, and still maintains superior room comfort.

A cornerstone of our program's client benefits is Cenergistic's Energy Savings Contract, which has been developed and fine-tuned over three decades to address the unique issues associated with behavior-based energy programs (as opposed to performance or equipment-based programs). This concise document includes key provisions designed to maximize savings for our clients while minimizing risk. Each contract is coupled with a straightforward Measurement & Verification (M&V) Plan that clearly delineates the methodology and reporting for energy savings.

A critical differentiator in our contract is that Cenergistic's savings guarantee is based on actual, *not stipulated or projected savings*, and savings are determined using a *third-party M&V software* that adheres to IPMVP (International Performance Measurement and Verification Protocol) standards.

On the following pages, we explain the client benefits for each major contract provision and commitments made by Cenergistic to the success of your energy program.

### How Cenergistic's Terms & Provisions Benefit Our 1,450+ Clients

#### A. Program Implementation

- Cenergistic heavily supports your county with program implementation, including assisting the development of a Board policy to communicate Board support for the energy program as encouragement to your employees to support the energy program.
- We work with you to develop administrative guidelines for the program that will be customized to your operational environment.
- We provide training and support for your employees in use of the third-party software (EnergyCAP®) that will be used for calculating savings from the program.
- We collaborate with your senior-level business official (Program Liaison) for all aspects of program implementation.
- We provide additional education and training to the Program Liaison concerning EnergyCAP.
- We support your staff in implementing changes in the energy management systems to assure operations are conducted within the approved energy conservation guidelines.

#### B. Savings Determination

Cenergistic provides an accurate savings determination by building a baseline using your past 12 months of utility bills, and then adjusts current utility data to ensure the following:

- a true apples-to-apples comparison
- a correct calculation of savings from the program
- the exclusion of energy savings from other sources such as milder weather, installation of more efficient lighting or HVAC equipment, etc.

Our team of industry experts reviews the savings for accuracy and IPMVP compliance, then presents formal savings reports to your Program Liaison for approval.

### C. Term

Based on our 33+ years of experience, we offer a standard five (5) year term to provide sufficient time for the change in the entire county's culture to become fully realized, leading to long-term energy sustainability.

### D. Fees

Your fee is simply 50% of the *actual* savings from the program, paid monthly. **If there are no savings, you pay no fee.**

Cenergistic's savings guarantee ensures that your costs for the program over the course of each Performance Year are paid through savings or Cenergistic will reimburse the difference. Our savings guarantee protects you from financial risk.

### E. Contract Termination

Our contract allows you to terminate the contract for convenience with a 60-day notice. There are no fees, only reimbursement to Cenergistic for our costs and expenses that have not been recouped prior to termination.

### F. Proprietary Program

Cenergistic shares Proprietary Information with your county staff that is critical to your program success, including technology (patented software programs to assist with finding savings), specific recommendations, recommended procedures and proprietary documents.

### G. Program Continuation

Upon completion of the contract term, you have the option to extend the contract and continue to receive all the benefits of Cenergistic's energy savings program. You can then opt to terminate at any time, with a simple 60-day notice with no fees or obligation.

### H. Measurement and Verification Plan

In addition to our standard contract, we provide a separate Measurement and Verification Plan (M&V Plan) that clearly sets out how the savings will be determined, and the various steps included in determining savings.

Unlike some energy management services providers, our M&V Plan adheres to the requirements of the International Performance Measurement and Verification Protocol (IPMVP)



Our M&V Plan has been reviewed and approved by Cenergistic's Vice President of Data Quality and Diagnostics Expert, an industry professional with notable accounting, energy management, and engineering licenses and certifications:

**Eileen Byrd, CPA, CEM, CMVP, CIA, CIAQP, CQE – *Senior Vice President, Data Quality***

**Education:** Master's Degree, Accountancy, Wayne Huizenga School of Business, Nova Southeastern University; Bachelor's Degree, Business Management, University of South Carolina-Aiken

**Licenses/Certifications:** Certified Public Accountant, Certified Energy Manager, Certified Internal Auditor, Certified Quality Engineer, Certified Quality Auditor, Certified Quality Technician, Certified Indoor Air Quality Professional and Certified Measurement and Verification Professional

Please see our sample contract starting on the next page.

## Energy Savings Contract

This energy savings contract is between the Alachua County Government (the "County") and Cenergistic LLC ("Cenergistic"). This contract is subject to all applicable state and federal laws.

Cenergistic® delivers customized, comprehensive people-driven energy conservation programs that focus on changing human behavior to help clients reduce their consumption of energy and water without any equipment upgrades. Implementation of these programs is guided by Cenergistic's team of energy consultants - together representing several hundred years of energy conservation experience. Cenergistic's clients can invest the financial savings that result in the lives of the people they serve, rather than in utility companies. Cenergistic guarantees the success of these programs as set out in paragraph 7 below. To date Cenergistic has served more than 1,450 clients in 48 states.

The County is committed to its mission: "Alachua County's mission is to provide responsive service to citizens and responsible stewardship of county resources for current and future generations." The County uses electricity, gas, water and sewer (collectively "energy") to fulfill its mission. The County currently uses 131 facilities.

Cenergistic has offered to build and provide a customized energy conservation program that is focused on organizational and behavioral change and is designed with the following goals:

- Save dollars that the County can reinvest in the people it serves;
- Preserve a quality operating environment for the County's facilities;
- Conserve energy for a positive impact on the environment; and,
- Increase awareness to empower energy users to be energy savers.

Cenergistic will help the County pursue these goals through implementation of its energy conservation program. Central to the success of this program is the recognition of shared responsibility between Cenergistic and the County as the program is initiated and implemented. Cenergistic provides extensive resources, education and onsite training, action planning, and other conservation-related services, while the County works cooperatively to implement Cenergistic's program.

Shared responsibility also extends into the way Cenergistic is compensated for its services. With this in mind, Cenergistic is providing one or more energy specialists who will serve on-site to lead and manage implementation of the energy conservation program and is offering a "performance fee" billing arrangement. This approach means the County will not have to spend any amounts for on-site management of the program and 100% of Cenergistic's compensation

is paid from the savings realized by the County. Cenergistic's fee is contingent on the successful implementation of Cenergistic's conservation program.

As a part of this shared responsibility, Cenergistic offers a *Fee Free Period* during the first month to allow for acceleration of savings for the County before Performance Fee payments begin.

The parties therefore agree as follows:

1. **Program.** On \_\_\_\_\_ ("Start Date") Cenergistic shall begin its work on this contract to provide the County with a people-driven energy management program that is customized to enable the County to reduce consumption of energy ("Program").

2. **Energy Consultants.** A Cenergistic team of energy consultants shall deliver the Program to the County as follows:

- Through Cenergistic's on-site and ongoing assessments of the County's facilities and based on Cenergistic's experience in having assessed thousands of client facilities, Cenergistic's energy consultants shall deliver hundreds of recommendations that are specific to the County's environment.
- Cenergistic's energy consultants shall guide and assist the County's Program implementation following Cenergistic's proven methodology, the Cenergistic energy management program.

3. **Energy Specialist.** (a) *Onsite Assignment.* Program implementation requires a daily focused effort in the County's facilities and areas. One or more Cenergistic employed energy specialists ("energy specialist"), and the use of technology will be used to assist the County with making conservation a priority while positively engaging people to conserve energy. Cenergistic will adequately staff the Program for optimal success through a combination of an energy specialist, onsite engineer and energy expert visits, use of monitoring technology and remote support through our EMS and engineering group in Dallas. Cenergistic shall take immediate actions to identify and employ the energy specialist for the County. The salary or contract expense for the energy specialist will be paid by Cenergistic. The County Human Resources Department will participate in the Welcome Call to be conducted at a mutually agreeable time following the signing of this contract and will assist and cooperate with Cenergistic in making information concerning employment information and options as an energy specialist available to County employees. The County Human Resources Department will also assist with internally publicizing, posting, distributing information and coordinating Job Information Sessions and interviews by Cenergistic for a prospective energy specialist. In the event the Program is suspended for reasons set out in paragraphs 7(b) or 8(c) below, the County shall reimburse Cenergistic for the compensation of the energy specialist during the period of Program suspension. Cenergistic will not assign an energy specialist to the County that is unacceptable to the County (which acceptance shall not be unreasonably withheld).

(b) **Duties.** The primary duties of the energy specialist will be to spend time in the County's facilities to identify savings opportunities and to work closely with the County's staff to execute proven implementation strategies to change behavior linked to energy consumption. The effective management of energy information is also important for achieving positive results through accountability. For this the energy specialist will work to maintain energy consumption and other information related to energy use in the County's facilities and areas. The energy specialist will use the EnergyCAP® energy accounting program from EnergyCAP, Inc. ("Third Party Software").

(c) **Local Resources.** Within 30 days after the Start Date, the County will provide Cenergistic personnel with office space, an office phone, internet access, email address, on-campus parking, building keys and alarm codes. Use of these resources is subject at all times to County policies and procedures. If requested due to safety or security concerns, the County will provide a commissioned security officer to accompany the energy specialist while performing facilities assessments outside of normal business hours.

4. **Program Implementation.** (a) *Prompt Start.* Upon completion of the Fee Free Period, the County will promptly begin and then continue to implement the Program.

(b) **Commitment and Communication.** In Cenergistic's experience, the success of the County's Program implementation will be a function of the demonstrated commitment of the Board of County Commissioners, County Manager and other administrators, e.g. through timely communication of high level support for the Program. More specifically, no later than 60 days after the Start Date, the Board of County Commissioners must adopt an appropriate policy and, no later than 30 days after the Start Date, the administration must adopt appropriate administrative guidelines reflecting the County's commitment to the Program. The County shall communicate these guidelines to its people, construction contractors and on-site management service providers, if any. Cenergistic will facilitate semi-annual progress reports for the Board of County Commissioners. The County will make its utility records available for review and copying on request of the energy specialist, Program Liaison or Cenergistic.

(c) **Software.** (i) **Cenergistic GreenX™ Software.** The GreenX mobile and desktop application which is accessible over any browser-enabled device serves as the focal point for energy savings across your entire facilities portfolio. Our machine-learning anomaly detection algorithms provide transparency into the energy consumption profiles of your buildings and provides alerts and potential resolutions by combining building, equipment and sensor data with historical energy use, weather and other seasonal data. ("Cenergistic Software")

(ii) **Third Party Software.** The effective management of energy information is a first step to achieving positive results through accountability. Energy consumption will be accounted for by using the Third Party Software, with which Cenergistic's energy consultants

are knowledgeable and trained to provide support to the County. No later than 30 days after the Start Date, the County must license the Third Party Software program (and pay the licensing fees) from EnergyCAP, Inc. or, if later recommended by Cenergistic to its clients (e.g. because EnergyCAP® ceased to be available), an alternative Third Party Software program. Data input and maintenance will be managed and controlled, at Cenergistic's option, either by the Energy Specialist or at Cenergistic's corporate office, with County access to review all data entry.

(d) Program Liaison. Within thirty (30) days after the Start Date, Cenergistic and the County will discuss and collaborate on identifying one of the County's senior-level business personnel to serve as the liaison and primary point of contact for the County on the Program ("Program Liaison"). The Program Liaison should be accessible and responsive to Cenergistic for communication and meetings and may not be someone (including any Successor Program Liaison) who is unacceptable to Cenergistic. Cenergistic will offer education and training for the Program Liaison (and any replacement Program Liaison) to effectively serve in the role, with an emphasis that will promote the Program Liaison's role in reviewing all savings determinations. To assist in the education and training, at the next scheduled session after the Start Date, the Program Liaison shall attend, at Cenergistic's expense, the EnergyCAP workshop provided by EnergyCAP Inc. in Dallas, TX. The Program Liaison may bring other County representatives to the EnergyCAP workshop, at County expense. In the event there is a replacement Program Liaison, after designation for that position, that person shall attend the next offered EnergyCAP workshop, at Cenergistic's expense, in Dallas, TX. The Program Liaison position shall not be vacant for more than thirty (30) consecutive days during the Term of the contract.

(e) Access, Authority and Control. Cenergistic personnel shall have access to the County's systems controls, including the energy management systems ("EMS"), and the authority (in communication and coordination with other County personnel) to make changes so that facilities are not operated outside of the established policy and guidelines. The energy specialist needs the authority to: (1) program the EMS including changes in the temperature settings and run times of EMS controlled equipment (e.g. HVAC, water, heating and lighting systems), and (2) change settings and run times for each facility's equipment and systems (e.g. lighting, sewer and water systems, time clocks and thermostats) that are not controlled by the EMS. The energy specialist will not have authority to make any changes that violate County established policy and guidelines and the County retains the right to suspend access of the energy specialist to the energy management systems ("EMS") at any time. In the event of such a suspension the County will immediately inform Cenergistic of the suspension and the basis. The County shall provide such access and authority to Cenergistic within 30 days of the Start Date. In order to evaluate and track occupant comfort, within 30 days of the Start Date, the County will set up or expand its internal procedure to ensure that all comfort feedback is immediately routed to the energy specialist. This contract does not alter the County's exclusive right of control over its people and facilities and its pre-existing responsibility, if any, to provide reasonable premises safety.

(f) No Third Party Interference. The County shall not allow any third party to interfere with the County's Program implementation.

5. **Savings Determination.** (a) *General.* Energy savings are determined in accordance with the Measurement and Verification Plan ("M&V Plan") attached hereto by comparing measured use before and after the start of Program implementation, with appropriate adjustments for changes in conditions that are independent of the Program. The simple formulaic expression is:

*Avoided Energy Use (or Savings) = Adjusted-Baseline Energy – Reporting-Period Energy ± Non-Routine Adjustments of baseline energy to reporting-period conditions*

The energy specialist shall use the Third Party Software to calculate the County's savings by subtracting the energy actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year (as defined below) from the use in the Base Year (as defined below), plus or minus any Adjustment Variables (as defined below), and applying the price (based on the blended rate to the County for each type of energy purchased by the County for all sources of energy except for solar which shall be valued as set out in paragraph 5(d)(iii) below) ("Savings"). The "Total Savings" means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit), in accordance with current industry-accepted valuation methodology. Savings reports shall be delivered to the Program Liaison for review and verification. The Program Liaison will work diligently to review reported Savings and will present any questions about the savings reports within five business days of receipt. Cenergistic's projections of Total Savings when using the Program are based upon energy consumption and other data furnished by the County.

(b) Baseline Period. A baseline period will be established as set out in the attached M&V Plan by Cenergistic and the energy specialist, in consultation with the Program Liaison. Unless modified as set out below, the Third Party Software will be used to establish a baseline period consisting of 12 consecutive months that precede the Start Date ("Base Year"). The County represents that the historical utility usage data and building information provided to Cenergistic for the purpose of savings projections is accurate. If it is later determined that either: 1) there is a variation between the data provided and the Base Year data of ± 5% or more or, 2) changes in the 12 months preceding the Start Date would cause those 12 months to not accurately reflect actual pre-program usage by the County ("variation"), Cenergistic may select as the Base Year an alternate 12-month period from the 36 months preceding the Start Date. For new construction, the energy specialist and Cenergistic, in consultation with the Program Liaison, will use detailed, calibrated simulation analysis to compile the Base Year.

(c) Reporting Period. Each reporting period will be a 12 month period ("Performance Year"). The first Performance Year will begin after the *Fee Free Period* (as defined below) ends ("First Year") and each Performance Year is consecutively named. The "Second"

Year” means the 12 month reporting period following the end of the First Year, the “Third Year” follows the Second Year, and so on. Using the Third Party Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.

(d) Appropriate Adjustments. (i) Adjustments to the baseline shall be made in accordance with the M&V Plan to recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use for the two time periods to an equivalent set of conditions.

(ii) The Third Party Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities (“Adjustment Variables”): outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; number of days in the billing period; energy rates; and reasonably estimated energy loads added or reduced after Program implementation.

(iii) The Third Party Software also allows other appropriate adjustments for a more accurate Savings calculation. If the County has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information will be used to create a more accurate statistical model for the County. The County shall communicate the County’s energy conservation guidelines to its construction contractors and on-site management service providers, if any. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the guidelines are not substantially followed by third party construction contractors or on-site management service providers; (b) the County chooses not to substantially implement Cenergistic’s water conservation recommendations; or, (c) there are equipment malfunctions that negatively impact program savings. Agreement concerning the calibrated simulation or appropriate adjustments will not be unreasonably withheld by either party. In the event solar electricity is implemented by the County, the parties agree to a process that recognizes net metered electric generation to exclude any solar production from the reported Third Party Software use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in the Third Party Software to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as “average unit cost” is defined in this contract and Measurement and Verification Plan).

(iv) The data will continue to be reviewed for accuracy during the term of the Contract. In the event there are inaccuracies in the data or there are data entry errors (i.e. information not known at the time, incorrect meter reading or data entered into the Third Party Software incorrectly), the data may be updated to correct such errors that occurred during the twelve (12) months immediately preceding the latest monthly billing statement. Data prior to the

twelve (12) months immediately preceding the latest monthly billing statement will be deemed to be accurate by the parties.

(e) Third Party Contractor. The parties agree that Cenergistic may utilize the services of a third party contractor to (1) automatically retrieve utility bill data from both online and offline sources by, among other things, accessing utility vendor websites, OCR of scanned copies of bills or reading from machine readable files, (2) import the data into the Third Party Software and (3) utilize the service of other third party contractors. The County (1) consents to allowing access to utility bills by such third party contractor and (2) agrees to reasonably cooperate with such third party contractor, with assistance as necessary from Cenergistic, to enable the third party contractor to have and maintain access to (including online) to the County's utility bills.

6. **Term**. This contract shall be for a term beginning on the Start Date and ending on the due date for the Performance Fee payment for the last month of the Fifth Year ("Term").

7. **Fee Free Period and Fees**. (a) **Fee Free Period**. The *Fee Free Period* shall begin on the Start Date and end one month after the Start Date, or on such later date as determined by Cenergistic ("Fee Free Period").

(b) **Performance Fee**. Cenergistic's Performance Fees are based on the Total Savings the Program achieves during the first five Performance Years (for a total of sixty Performance Fee payments, hereinafter, "Fee Period"). For each month during the Fee Period, the County shall pay Cenergistic a fee in an amount equal to 50% multiplied by the Total Savings for that month ("Performance Fees"). For internal accounting purposes, Cenergistic will allocate 25% of the Performance Fees as the value of the Cenergistic Software. The Performance Fees will be invoiced beginning the 1<sup>st</sup> day of the month following the Fee Free Period (or as soon thereafter as the data is available to calculate the Total Savings for that month), and shall continue being invoiced on the 1<sup>st</sup> day of each succeeding month until all sixty (60) Performance Fees have been paid. Cenergistic shall submit a Performance Fees billing statement to the County for each month during the Fee Period. Payment is due no later than 30 days after the County receives the billing statement. Failure to pay the billing statement within 60 days after it is due, at Cenergistic's option, shall result in the Program being suspended (including, without limitation, the suspension of consultant and energy specialist participation in the Program). Savings shall continue to accrue during any suspension for failure to pay the billing statement. A valid request or need for an adjustment to a billing statement shall not be good cause for failure to pay a given billing statement; any appropriate adjustments shall be made to subsequent billing statements.

(c) **Billing Audit Contingent Fees**. In addition to any Performance Fees, the County shall pay Cenergistic a fee in an amount equal to 50% multiplied by the amount of any refund or credit that the County receives from a third party provider of energy as a result of a



Program billing audit ("Billing Audit Contingent Fees"). Any such credit or refund received during the Fee Period shall be payable according to paragraph 7(b).

(d) **Additional Facilities.** In the event the County builds, acquires, contracts with, or otherwise becomes responsible for additional facilities ("additional facilities"), such additional facilities will be included and become part of the Program pursuant to this Contract for all purposes (specifically including the payment of fees as set out in this Contract). If the County is requested by another county ("requesting county") to allow the energy specialist to provide energy management support, the County agrees to not share, utilize, or include the Program (including the use or services of the energy specialist trained by Cenergistic) to any extent, in any facilities in the requesting county without Cenergistic's express written consent and payment of additional fees as mutually agreed.

(e) **Savings Guarantee.** Cenergistic's commitment to the quality of the Program is evidenced by Cenergistic's Savings Guarantee (as defined below). Cenergistic shall reimburse the County for the difference if the County's Costs (as defined below) exceed its Total Savings, computed from the Start Date to the end of any Performance Year during the Term ("Savings Guarantee"). Due to the cumulative nature of the Savings Guarantee it is necessary to specify that Cenergistic shall not make reimbursement for amounts that Cenergistic has already paid or reimbursed for a prior Performance Year. To be eligible for the Savings Guarantee the County must have substantially implemented the Program. The "County's Costs" means the total amounts paid for initial and renewal costs of the Third Party Software, and the Performance Fees. Cenergistic shall pay the County a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by Cenergistic and the energy specialist. If Cenergistic fails to make a required reimbursement, the County may terminate this contract without payment of a Work Fee and recover the amount of the required reimbursement from Cenergistic.

**8. Termination for Convenience or Lack of Substantial Implementation.** (a) **Termination for Convenience by County.** As provided in this contract Cenergistic anticipates a long-term relationship and remains committed to the County through the Term and beyond. However, the County may terminate this contract for any reason and without cause as provided in this paragraph. Also, Cenergistic may terminate this contract in the event that even after notice and an opportunity to remedy the County is not substantially implementing the Program (as defined below). In either instance, the County must pay a Work Fee to compensate Cenergistic for its Intellectual Property, the work performed by Cenergistic and for the benefits received by the County (and not as a penalty) ("Work Fee"), with the calculation based upon the date of termination, as follows:

Contract Start Date through the end of Performance Year One	a. Payment for the value of Cenergistic's Intellectual Property and the
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	<p>continuing benefits of the program after termination: in the amount of \$65,700 which represents 15% of Projected Performance Year One Total Gross Savings per the Cenergistic matrix; plus</p> <p>b. \$700 per day, for each Cenergistic employee on-site from Start Date through the termination date to cover costs including overhead</p>
Performance Years Two through Four	An amount equal to the preceding twelve months' Performance Fees
Performance Year Five	The lesser of: (a). the remaining projected fees for Performance Year 5 per the Cenergistic matrix; or, (b). an amount equal to the preceding four months Performance Fees

(b) To validly exercise its right to terminate during the Term for any reason and without cause (including if there is no appropriation of funding or for any other termination that is not based on Cenergistic's failure to perform its material obligations under this contract) (a "Termination for Convenience"), the County shall provide Cenergistic with at least 60 days prior written notice and shall promptly pay Cenergistic (1) a Work Fee, plus (2) an amount equal to the unpaid Monthly Performance Fees and Billing Audit Contingent Fees, if any, but only through the termination effective date. The County's right to terminate for convenience does not limit the rights and remedies of the County. More specifically, if Cenergistic fails to perform its material obligations under this contract, the County's legal rights and remedies are not limited by the terms of this paragraph. If the County contends Cenergistic has committed a material breach of the contract, the County will provide written notice to Cenergistic specifically describing the breach and giving Cenergistic a reasonable opportunity and time (not less than 30 days) to cure the claimed breach before taking other action. If the material breach is not remedied by Cenergistic following the notice as set out above, the County may terminate this contract without any obligation to pay a Work Fee.

(c) Substantial Implementation. If Cenergistic reasonably determines that the County is not substantially implementing the Program, Cenergistic shall give the County written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations for appropriate County action) and, at Cenergistic's discretion, the Performance Year and payment of the Performance Fees shall be suspended until the County is substantially implementing the Program. The County shall act within a reasonable time to cure

such failure, with curative steps being taken within sixty (60) days after receipt of the written notice referenced above. If the parties are unable to agree on whether the County is substantially implementing the Program, the parties agree to meet to resolve the differences as set out in paragraph 12(c) below. "Substantial implementation of the Program" does not require the County to have implemented the Program in every detail. To "substantially implement" the Program means that the process of implementation is material to the extent that the program functions as intended. It requires that the Program has been implemented in its material elements, or almost fully implemented. Without limiting the foregoing, the following shall be a lack of substantial implementation for purposes of this paragraph: (i) failure to pay a billing statement within 90 days from the due date; (ii) failure to approve the administrative guidelines within 60 days of the start date; or, (iii) if the County directs Cenergistic to stop work for reasons other than a material breach of this contract and such notice is not withdrawn within sixty (60) days after initial delivery to Cenergistic. For purposes of determining savings, savings shall continue to accrue through any suspension period. If Cenergistic reasonably determines the County continues to fail or refuse to substantially implement the Program following such notice and opportunity to remedy, (including the opportunity to follow the dispute resolution process set forth in Paragraph 12(c) below), then Cenergistic may exercise this right to terminate during the Term on written notice and the County shall promptly pay Cenergistic: (1) a Work Fee as calculated according to this paragraph 8 above, plus (2) an amount equal to the unpaid Performance Fees and Billing Audit Contingent Fees, if any, but only through the termination effective date.

(d) Termination for Convenience by Cenergistic. In the event Cenergistic determines there are unanticipated factors or changes that occur during the Term that make continuation of the Program unsustainable, upon giving the County sixty (60) days prior written notice, Cenergistic shall have the right to terminate this contract without any payment or other obligation. In such event, the County will be entitled to retain all residual savings after the date of termination from the Program without payment of Performance Fees for such period and shall not be required to pay a Work Fee. Unanticipated factors or changes shall include, without limitation, the following: unusual building or operational conditions, equipment defects, inability to hire and/or retain a qualified energy specialist, or other factors not in Cenergistic's control that would materially and negatively impact savings or savings potential.

9. **Termination Event.** Upon termination of this contract or discontinuation of the Program at the end of the Fee Period the County shall promptly: (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the County in connection with the Program, including all copies thereof; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic or at any time upon Cenergistic request; and (c) cease using the Proprietary Information and implementing the Program. Notwithstanding the foregoing, the County is not prohibited from: (i) using energy conservation information that is in the public domain or is obtained from sources

other than Cenergistic, or (ii) hiring a person (other than an energy specialist trained by Cenergistic) to assist with monitoring energy use or consumption.

10. **Proprietary Program and Information.** (a) **Proprietary Information.** The County will have access to and use of (1) Cenergistic's energy management program, (2) materials that are copyrighted, trade secrets and other information that is proprietary to Cenergistic, and (3) the Cenergistic Software, including both browser based and mobile versions, as the same may be developed and released by Cenergistic from time to time during the term of this Contract pursuant to a nonexclusive, nontransferable license to use Cenergistic Software. Items (1) through (3) along with all database files created using the Third Party Software are collectively referred to as "Proprietary Information".

(b) Limitations on Use; Confidentiality. The County agrees that nothing contained in this Agreement shall be construed as granting any ownership rights to any Proprietary Information, or to any invention or any patent, copyright, trademark, or other intellectual property right. The County shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Proprietary Information. The County will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Proprietary Information. The County agrees that the Proprietary Information (including all copies) continues to be Cenergistic's property and should be kept confidential to the full extent permitted by law. The County shall give Cenergistic written notice and an opportunity to respond if the County receives a third-party request for Proprietary Information. The County shall not disclose the Proprietary Information to any unauthorized person or use it outside of the County or this contract. The County shall assist Cenergistic in the protection of the Proprietary Information. The County's obligations under this paragraph survive termination of this contract. County hereby agrees that breach of this subparagraph will cause Cenergistic irreparable damage for which recovery of damages would be inadequate, and that Cenergistic shall therefore be entitled to obtain timely injunctive relief, as well as such further relief as may be granted by a court of competent jurisdiction.

(c) Non-Solicitation. While under contract with Cenergistic and for a period of two years following the termination of this contract, the County will not solicit, hire or retain any Cenergistic employees or contractors for employment or other work at or for the County.

11. **Program Continuation Phase.** After the Term, the County will have the option to continue partnering with Cenergistic upon the same terms as set out in this Contract to sustain and grow energy program savings. No action will be required by either party to continue the Program beyond the Term, but if the County chooses not to continue the Program beyond the Term or to terminate at any time after the Program has been continued beyond the Term, it will provide sixty (60) days written notice to Cenergistic. There shall be no Work Fee in the event of cancellation after the end of the Term.

12. **Miscellaneous.** (a) This contract constitutes the entire agreement of the parties with respect to the subject matter of this contract. This contract supersedes the parties' prior communications, requests, responses, proposals, offers and agreements, if any. This contract may be modified only by a writing signed by the parties. Invalidity or unenforceability of one or more provisions of this contract shall not affect any other provision of this contract.

(b) In an action to enforce or construe this contract in a court with competent jurisdiction, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees and costs of court.

(c) **Dispute Resolution.** Open communication and cooperation of the parties is vital to the success of the Program and to the settlement of disputes if they arise. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at the County to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this contract shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

(d) **Counterparts.** A signed copy of this Contract delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

Each party is signing this contract on the date stated under that party's signature.

Alachua County Government

CENERGISTIC LLC

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

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

Name:\_\_\_\_\_

Name: John Bernard

Title:\_\_\_\_\_

Title: Senior Vice President, Client Development

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Alachua County Government, FL - K12 TK CONTRACT v.1 040519

## MEASUREMENT AND VERIFICATION PLAN

This Measurement & Verification Plan (“M&V Plan”) is prepared for Alachua County Government (the “Organization”) by Cenergistic and is agreed to by the parties as the M&V plan in accordance with the protocols of the International Performance Measurement and Verification Protocol (“IPMVP”) for the energy program delivered by Cenergistic pursuant to the contract with a Start Date of \_\_\_\_\_.

This M&V Plan is prepared in accordance with Section 7 of IPMVP Core Concepts (EVO 10000-1:2016).

The IPMVP guideline, developed and maintained by the nonprofit Efficiency Valuation Organization (see [www.EVO-World.org](http://www.EVO-World.org)), is the most current and widely-recognized guideline promulgated by a non-profit and impartial source. The IPMVP is the product of an international consortium of volunteers working together to promote standardized methods for the correct valuation of energy efficiencies.

IPMVP includes guidance for many types of energy management initiatives and circumstances; not all guidance is applicable in all cases. The purpose of this M&V Plan is to document how the M&V guidance contained within IPMVP will be specifically applied to this contract. In cases of variance between specific provisions of IPMVP and this M&V Plan, this Plan takes precedence.

- 1. Facility and Project Overview** Cenergistic energy programs are people driven programs that include multiple facilities and conservation steps. The program scope and list of measures are described within the contract.
- 2. ECM Intent** The energy conservation measures (“ECMs”) reduce electricity, gas, water and other energy usage and cost, depending on the specific facility. Many varied ECMs will be used to achieve the savings. The expected savings will be an amount in excess of the cost of the program in accordance with the Savings Guarantee. ECMs will be operational in nature (not equipment, facility or hardware retrofits) and are generally categorized as turning off energy-using systems when not necessary, setting back energy-using systems when possible, and improving efficiency of energy-using systems when in use. Space conditions, during both occupied and unoccupied periods, will change as necessary to comply with the organization’s published energy policy and administration guidelines.
- 3. Selected IPMVP Option and Measurement Boundary** IPMVP Option C (Whole Facility) will be used for savings determination because it is the most appropriate M&V method for total facility energy reduction when all energy-using systems are affected and ECMs cannot be isolated, submetered or simulated by computer model. Option C was also chosen because many ECMs will be involved, and some of them cannot be directly measured. Utility meters for electricity, gas, water and sewer will be included in the savings M&V for the organization. Together, these meters will account for all energy use by each facility. The total savings is the sum of savings for each facility. The measurement boundary includes all facilities and

infrastructure owned and leased by the Organization. In the event metering equipment is determined to be unreliable, unavailable, or does not measure the effect of the ECM, Option A (Retrofit-isolation: Key Parameter Measurement), Option B (Retrofit Isolation: All Parameter Measurement) or Option D (Calibrated Simulation), will be used.

- 4. Baseline: Period, Energy and Conditions** Using the Third Party Software (as defined in the contract, hereinafter “Third Party Software”), a baseline period shall be established for each meter consisting of 12 consecutive months (or 24 consecutive months when conditions warrant an expanded baseline) that precede the energy program Start Date. Normally this will be the 12 months immediately prior to start date, but under circumstances described in the contract, an alternate period (up to 24 months) may be chosen.

The baseline data for each meter will be defined and available in the M&V Third Party Software upon import and preparation of the data for each meter & facility. The Third Party Software also includes static factors such as weather and building size. Included in the baseline data will be an identification of the baseline period, baseline energy consumption and demand data, other independent and relevant variable data, and other static factors (i.e. occupancy type, building information such as square footage, etc.). Other baseline data may be included and/or supplemented as agreed by the parties. Local weather data will be obtained from a nationally-recognized service.

- 5. Reporting Period** Each reporting period will be a 12 month period called a “Performance Year”. The Performance Year begins according to the terms of the contract.
- 6. Basis for Adjustment** Energy savings are determined by comparing measured use before and after the start of Program implementation, after making appropriate adjustments for changes in conditions that are independent of the Program. Since savings are to be reported as “cost avoidance”, under reporting period conditions, the IPMVP equation for reporting period savings will be used. This method quantifies how savings in a given reporting period is determined, relative to what energy use would have been without the ECMs in place, consider routine and non-routine adjustments and is expressed as:

$$\text{Avoided Energy Use (or Savings)} =$$

$$\frac{\text{Adjusted-Baseline Energy} - \text{Reporting-Period Energy} \pm \text{Non-Routine Adjustments of baseline energy to reporting-period conditions}}{\text{Reporting-Period Energy}}$$

In addition, savings may be accrued due to one-time actions such as identification of utility billing errors leading to refunds, rebates, rate changes, and other measures that do not reduce energy usage but do reduce Organization’s out of pocket utility costs.

- 7. Calculation Methodology and Analysis Procedure** The Third Party Software performs the cost avoidance calculation and analysis procedure. The Third Party Software allows appropriate routine and non-routine adjustments to the baseline period, using available data

to account for the following factors occurring during the reporting period that affect the energy used in facilities: number of days in the billing period, energy unit cost, and reasonably estimated energy loads added or reduced after Program implementation due to such factors as outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; facility construction/renovation; and energy management hardware retrofits installed under unrelated projects. Specific cost avoidance analysis algorithms used by the Third Party Software are extensively documented and can be furnished upon request.

The Third Party Software also allows other appropriate adjustments for a more accurate Savings calculation. If the organization has experienced abnormal temperatures during the baseline period, a total of 36 months of billing information can be used to create a more representative statistical weather model. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the organization's energy conservation guidelines are not substantially followed by its construction contractors or on-site management service providers, if any, (b) the County chooses not to substantially implement Cenergistic's water conservation recommendations; or, (c) there are equipment malfunctions that can negatively impact program savings.

The Third Party Software adheres to the IPMVP guidelines. IPMVP is not exhaustive in its guidance; in some situations engineering judgment must be used. Calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals and Certified Energy Managers.

8. **Energy Prices** Reporting of cost avoidance will value the energy use avoided at the then-current unit cost for each meter, each period. Prices will be calculated by the Third Party Software for each month. The price applied for each utility (except solar) is the realized price, based on the blended rate to the Organization for each type of energy purchased by the organization, taking into account consumption and all charges from the utility provider. In the event solar electricity is implemented by the Organization, the parties agree to a process that recognizes net metered electric generation to exclude any solar production sold back to the grid from the reported EnergyCAP use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in EnergyCAP to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as "average unit cost" is defined in this contract and Measurement and Verification Plan).
9. **Meter Specifications** Utility grade meters used for billing are the only meters used. Exception: For bulk fuel stored in tanks, manual measurements recorded by the organization or by the provider may be used. In master-metered campus situations, submeters may be necessary for accurate identification of building by building energy usage.



- 10. Monitoring responsibilities** Energy data from utility bills will be recorded in the Third Party Software as set out in the contract. The Third Party Software captures weather information necessary for calculating and applying adjustments. Changes to the baseline conditions, such as facility size, occupancy or equipment changes, will be documented in the Third Party Software. Responsibility for collection, entry, calculation and accuracy of the data in the Third Party Software is the responsibility of the Energy Specialist(s) under the supervision of Cenergistic.
- 11. Expected Accuracy** The accuracy of data capture of the utility billing data and entry of that data into the Third Party Software is expected to be verified 100% ( $\pm 2\%$ ) via reports that reconcile data with utility bill accounts payable to ensure the quality of the data entered, to ensure consistency with previous billing, elimination of gaps or duplicate entries, and reasonable protection against user errors in data entry. Statistical accuracy of the Third Party Software's routine weather adjustment process uses industry-standard linear regression techniques and is evaluated on a meter-by-meter basis. Data analysis does not involve sampling since the actual data, as entered into the Third Party Software, is used for any savings calculations. The accuracy of the Third Party Software's calculations has been validated empirically against the Department of Energy's ENERGY STAR program, which benchmarks buildings' performance. The calculations of the Third Party Software are consistent with ENERGY STAR results in determining increase in building energy utilization index (EUI – Energy usage per square foot per year).
- 12. Budget** The cost of M&V includes the Third Party Software cost, as defined in the contract, plus a portion of the Energy Specialist's time. The Third Party Software cost is defined in the contract. More time will be required early in the energy program by the Energy Specialist as the baselines are determined and the Energy Specialist becomes familiar with the Third Party Software and the process for entering data and determining savings. Once the utility bills have been entered, the baseline has been determined and the Energy Specialist has become familiar with the Third Party Software and the process, subsequently, the savings determination process and its review with operating and administrative staff is expected to require approximately 5% of an Energy Specialist's time, across all meters and facilities for the organization.
- 13. Report Format** Cost avoidance will be calculated on a monthly basis as set out in the contract. M&V and cost avoidance reports will be prepared and provided at least semi-annually to the organization. Cost avoidance calculations will commence with a formal data release occurring approximately five months after the Energy Specialist is in place. Cost avoidance reports will include results from the Third Party Software and show energy as well as expenditure savings versus the baseline. Cost avoidance reports have different formats for different audiences, but in general show usage and cost for: baseline actual, baseline

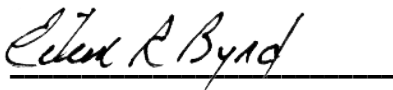
adjusted to reporting period conditions, reporting period actual, and calculated cost avoidance (adjusted baseline minus reporting period actual).

**14. Quality Assurance** Cenergistic quality assurance procedures and testing principles are applied to the baseline and performance data at the beginning of each program and periodically throughout the term of the contract. Testing includes, but is not limited to a review of the baseline for compliance with contractual terms including M&V Plan, testing of baseline data for reasonableness, accuracy and completeness, substantive sampling techniques for Third Party Software bill entry data correctness, Third Party Software settings and standard and special adjustments appropriateness and correctness.

The parties agree this M&V plan will be modified as mutually agreed to reflect changes that occur or additional data that may be obtained.

This M&V plan has been developed for Alachua County Government by the following qualified professional.

**CENERGISTIC LLC**



**Eileen Byrd**

**SENIOR VICE PRESIDENT – QUALITY ASSURANCE**

**CERTIFIED PUBLIC ACCOUNTANT (Texas State Board of Public Accountants)**

**CERTIFIED INTERNAL AUDITOR (Institute of Internal Auditors)**

**CERTIFIED QUALITY ENGINEER (American Society of Quality)**

**CERTIFIED MEASUREMENT AND VERIFICATION PROFESSIONAL (Association of Energy Engineers)**

**CERTIFIED ENERGY MANAGER (Association of Energy Engineers)**



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# Cenergistic®

Organization: Alachua County Procurement, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601

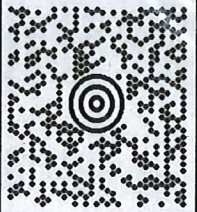

RFP: **19-915: Behavioral Energy Savings Program**

Opening Date: Wednesday, April 17, 2019; 2:00 PM

Respondent: Cenergistic  
5950 Sherry Lane, Suite 900  
Dallas, TX 75225

ALACHUA COUNTY BOARD COMM  
12 SE 1ST ST  
GAINESVILLE FL 32601  
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JAXX - 1016  
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APR 16 08:30:08 2019

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DEBRAH VAN WINKLE 214-273-2837 CENERGISTIC, INC. 5950 SHERRY LN DALLAS TX 75225		2 LBS	1 OF 1
SHIP TO: ALACHUA COUNTY PROCUREMENT ALACHUA COUNTY BOARD COMMISSIONERS COUNTY ADMINISTRATION BUILDING 12 SE 1ST STREET GAINESVILLE FL 32601-6826		DWT: 13.11,2	
			
FL 326 0-04			
			
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BILLING: P/P			
Department Number: 1000			
Description: RFP			
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