

## Public Housing Authority Request for Proposal Energy Performance Contracting Program

The Kansas City Kansas Housing Authority (KCKHA) is seeking proposals from interested Energy Services Companies (ESCOs) that are capable of providing comprehensive energy management and energy-related capital improvement services through an energy performance contract that will improve the energy and water efficiency of the Authority's housing complexes.

For purposes of this document, an "energy performance contract" shall mean a contract for energy efficiency services and equipment in which the payment of the obligation is guaranteed by the ESCO under contract to be less than the energy cost savings attributable to the services of equipment under the contract, for the term of the contract.

The Kansas City Kansas Housing Authority is interested in contracting a full range of energy and water services and energy-related capital improvements financed through a performance-based contract with guaranteed savings at no initial capital cost to them. These services may include, but are not limited to: design, acquisition, installation, modification, maintenance and training in the operation of existing and new equipment, all aimed at reducing energy consumption and cost associated with the heating and ventilation system, the lighting system, the water system, and other energy using devices.

### **I. Project Overview**

- 1) The KCKHA owns and operates 2046 units of conventional public housing units. KCKHA's public housing inventory consists of 1032 units in seven high-rise towers, three elderly low-rise or garden complexes with 132 units, seven family townhouse complexes with 720 units, and 6 scattered site developments with 162 units.
- 2) A detailed listing of all KCKHA properties is included in Attachment A.

### **II. General Information**

- 1) All energy performance contracts must comply with U.S. Department of Housing and Urban Development (HUD) regulations as defined in 24 CFR 990, 965, and 85.36 and PIH Notice 2008-22.
- 2) No contract shall exceed twelve years in duration unless HUD approves twenty-year term.
- 3) Only energy performance contract proposals based on a guaranteed savings agreement will be considered.

- 4) KCKHA reserves the right to reject any or all submissions for any reason whatsoever. In submitting this proposal it is understood that the right is reserved by the Kansas City Kansas Housing Authority to reject any or all proposals and to award the contract as may best serve the interests of the Kansas City Kansas Housing Authority. It is further agreed that this proposal may not be withdrawn for at least One-Hundred Twenty (120) Days after proposal submission. There is no binding contract until notified by the Kansas City Kansas Housing Authority. The entire RFP specifications and requirements will be incorporated by reference as material terms to the contract when awarded.
- 5) KCKHA reserves the right to waive informalities and minor irregularities in submissions received and to accept a submission if deemed in the best interest of KCKHA to do so.
- 6) It is expected that the savings or guarantee(s) provided by the ESCO selected pursuant to this RFP will fully offset KCKHA project costs over the entire term of the contract, including considerations for like cycle replacement of improvements.
- 7) Proposals should define arrangements for acquisition, financing, and ownership of equipment to be installed as part of this project that responsibly maximize the net economic benefit to KCKHA or reduce the risk.
- 8) Financing – The selected ESCO will facilitate the acquisition of a loan to cover the cost of this EPC contract, terms and conditions shall be reviewed and negotiated to the approval of the KCKHA. The KCKHA's procurement policy and all HUD requirements and forms will be used to obtain services throughout the EPC.
- 9) The ESCO selected as a result of this RFP will be expected to provide comprehensive energy services, including but not limited to:
  - a) Energy Audit - The performance of an investment quality comprehensive energy audit. The services must include:
    - i) An audit of current utility consumptions verifying all financial data reported to HUD.
    - ii) An audit of all energy systems within the Authority. The energy audit should be completed utilizing a building energy use simulation software package similar to one of the following:
      - (1) DOE-2
      - (2) Power DOE
      - (3) EZDOE
      - (4) Visual DOE
      - (5) TRACE 600 (Trane Air Conditioning Economics)
  - b) The design and specification of energy efficient equipment and systems.
  - c) Services associated with the procurement, installation, and commissioning of new energy efficient equipment.

- d) Preventive and emergency maintenance and servicing of the equipment installed.
- e) Training facility staff with respect to routine maintenance and operation of all improvements.
- f) The ESCO shall identify and secure financing for the project. The Authority's procurement policy shall be followed in procuring these services.
- g) The KCKHA requires a minimum guaranteed savings approach to the project. If the project does not generated the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the Authority the amount of the shortfall necessary to pay for annual project financing and all related contract obligations.
- h) The ESCO must work cooperatively with KCKHA staff in coordinating this project.
- i) Financial incentives and rate reductions available from companies supplying fuel oil, natural gas, electricity, or transmission and associated distribution services in compliance with HUD's rate reduction incentive regulations.
- j) The report shall rank all Energy Saving Measures/Improvements with **25-year paybacks** or less. List ECM's by project, include all associated costs estimates including design, engineering, installation/construction, maintenance, repairs, life cycle expectancy, debt services, energy usage, anticipated energy cost savings, proposed metering configuration, proposed verification methodology, and application of weather adjustments. A sample format is attached, Attachment B.
- k) The ESCO shall provide cost documentation to assist the Authority in determining cost reasonableness. All costs breakdowns must conform to the Federal Cost Principles as defined in HUD Handbook 2210.18 and must be in sufficient detail to determine the allowability and allocability of costs. The cost principles are also contained in the Federal Acquisition Regulation or FAR, 48 CFR Chapter 1, Part 31.

### **III. Procurement Process**

The KCKHA will select an ESCO to implement KCKHA's Energy Performance Contracting Program through the following process.

- 1) **Site Visits.** Interested firms are required to view representative complexes of KCKHA's inventory. The site visit will also provide ESCO the best opportunity to question KCKHA staff about the project and KCKHA's public housing inventory. KCKHA will provide up to two site sessions. The first session will take place on April 21, 2009 at 9:00 a.m. at the Housing Authority Main office located at 1124 North 9<sup>th</sup> Street, Kansas City Kansas 66101. Dependent upon the response to this RFP a second session will take place on April 23, 2009. Interested ESCOs must contact KCKHA to RSVP for the site visit. Please contact Anthony Shomin at (913) 279-3436 or [tshomin@kckha.org](mailto:tshomin@kckha.org) for information.

- 2) **Submission of Written Qualifications.** ESCO will be required to submit a qualifications and cost based proposal to KCKHA for review. The requirements of the proposal are described in detail in Section V. The KCKHA will select key staff within the agency to serve on a selection committee. The Selection Committee members will be responsible for individually reviewing and evaluating proposals. Proposals will be reviewed and ranked based on the scoring criteria established in Section IV. The topped ranked ESCOs will be invited to the interview and presentations phase of the selection process.
- 3) **Interview and Presentation.** The top rated ESCO will be asked to prepare a brief presentation of the firm's experience with energy performance contracting. Upon the conclusion of the presentation, the firm will participate in a detailed interview to further discuss the firm's qualifications, experience, and approach to the project. The evaluation of the interview will be based on the criteria established in Section IV. Presentation and interview time will be limited to 60 minutes per ESCO.
- 4) **Selection of ESCO - Audit** – The KCKHA will select the highest rated firm to conduct a complete technical analysis of the KCKHA's public housing inventory. Through this technical analysis the ESCO will develop and propose an EPC program based on the information gathered. The ESCO will create a fully detailed description of services and improvements to be provided, propose costs and contract terms concerning proposed energy improvements, including a time table for completing engineering and construction work, fully detailed financing arrangements and terms, fully detailed estimate of proposed energy savings, cash flows, and guarantees, and any other special conditions offered by the ESCO. Once completed, the KCKHA intends to negotiate a final EPC with the ESCO. If an acceptable audit contract cannot be reached within 60 days from the date of ESCO selection, negotiations with the second-ranked ESCO may be initiated.
- 5) **Selection of ESCO - Energy Performance Contract** - At the completion of the technical analysis, a report shall be presented to KCKHA. The report shall provide a comprehensive list of all energy conservation measures including proposed installation costs, related energy savings and any additional proposed contract terms, etc.. The ESCO shall develop and propose an energy performance contract/program based on the information gathered through the technical analysis, including the timetable for completing engineering and construction work, a detailed description of services to be provided, specific financing arrangements and terms, and an estimate of energy savings, cash flows and guarantees offered by the firm. At this point, if the report is of acceptable quality and detail then KCKHA may either choose to enter into the energy performance contract or decline.

If the KCKHA decides not to enter into an energy performance contract with the selected ESCO after the audit has been accepted, the Authority agrees to pay the cost of the audit, provided that all proposed contract terms offered by the ESCO meet the conditions set forth in this RFP. The energy performance audit shall remain the property of the KCKHA.

#### IV. The Selection Process

- 1) Timetable
  - a) Receipt of Proposals: May 4, 2009
  - b) ESCO interviews: May 12-14, 2009
  - c) ESCO Selection: May 21, 2009
  - d) Contract (energy audit) execution: June 1, 2009
- 2) Proposal Evaluation Criteria – Proposals will be evaluated and scored on the basis of the following criteria:
  - a) Project Experience {Maximum 20 points}

Points will be awarded based on demonstrated experience with similar projects. Experience with similar projects will be understood to include development of performance contracts to furnish energy services in institutional or commercial facilities of similar size, systems, and use.
  - b) Staffing Plan {Maximum 20 points}

Points will be awarded based on documented technical and project administration skills, licensure, certification and experience of the proposed project team. Only those individuals proposed to work directly on the subject project should be included in the Staffing Plan. Consistency of staff in the example projects and the proposed team should be ranked higher. Also, project teams that are primarily or completely composed of staff from the proposer or related companies should be ranked higher.
  - c) Technical Capacity {Maximum 40 points}

Points will be awarded based on the quality and comprehensiveness of the technical approach, compliance with HUD requirements, sample energy audit, description of the energy baseline methodology, description of measurement and verification methodology, and the preliminary assessment of the energy efficiency opportunities in the sample facilities.
  - d) Use of Green and Renewable Energy Technologies {Maximum 20 points}

Consideration will be given to proposals that use Green and Renewable Technologies in their proposals.
  - e) Financial Terms {Maximum 40 points}

Consideration will be given to proposals that responsibly maximize the net economic benefit to the Authority over the term of the energy services agreement, and that responsibly minimize the risk to the Authority in connection with the proposed transaction. The savings or guarantees provided by the ESCO selected pursuant to this RFP will fully offset the project costs involved for the Authority.

Overhead costs will be evaluated for the value brought to the Authority by the proposed approach to project implementation. The percentage of non-HUD incentives that will be given to the Authority will be considered in evaluation of the financial benefits of the proposal.
  - f) Proposed Project Schedule {Maximum 20 points}

Proposals will be evaluated on the reasonableness, clear presentation, length and detail of the proposed project schedule. The proposal should include descriptions of how the proposer intends to achieve the project schedule.

- g) Interview {Maximum 20 points}

Interviews will be held with up to three top ranked ESCO to obtain clarification on issues raised by earlier stages of the evaluation process, and to assess the qualifications of the project team and its ability to implement all tasks and responsibilities in a prompt and efficient manner. Scores assigned for proposals, under any category, may be amended based on information obtained during the oral interviews. The proposed project team should be made available during the oral interview to discuss their individual experience, as well as their specific role in this project.

## V. Proposal: Format and Contents

### 1) Proposal Format –

- a) Proposals must be submitted in the format outlined in this section. The Authority reserves the right to eliminate from further consideration any proposals deemed to be substantially or materially non-responsive to the requests for information contained herein.
- b) Proposals are to be submitted on or before Monday, May 4, 2009, 3:30 P.M.
- c) An original and four copies of the proposal are required. To prevent opening by unauthorized individuals, your submittal should be identified on the envelope as follows:

**NO NOT OPEN - PROPOSAL ENCLOSED**  
**ENERGY PERFORMANCE PROJECT**

- d) The proposals shall be addressed to:

KANSAS CITY KANSAS HOUSING AUTHORITY  
1124 NORTH 9<sup>TH</sup> STREET  
Kansas City, Kansas 66101

### 2) Proposal Content

- a) **Section 1 - Statement of Qualifications** - Proposer must include the following elements in response to this RFP:
  - i) Name and address of firm
  - ii) Telephone and fax numbers.
  - iii) Names, titles, and e-mail address of two people authorized to represent the firm on this project, and answer any questions presented.
  - iv) Year firm was established.
  - v) Quantity and type of licensed and/or certified professionals in local office within 100 miles of the Authority. If your firm does not have a local office, discuss the mechanism that will guarantee the local support services

necessary for completing and servicing this project through the term of the contract.

- vi) Approach to project management including make-up of the project team and the proposed responsibilities of the project team members.
  - vii) Describe the process to be followed in selecting and managing subcontractors.
  - viii) Description of the proposed project financing approach.
- b) **Section 2 - Project Experience** - Proposer must describe three to five projects that best exemplify the range of technical and financial services provided by the ESCO for a project similar to this one. Each project description (not to exceed 2 pages) should include:
- i) Customer's name and address
  - ii) Total contract cost.
  - iii) Type of contract; guaranteed savings, no guarantee, etc.
  - iv) Name and telephone number of references for the project. (Authority presumes permission to contact).
  - v) Brief description of the project's scope of services and status. (Include type of facility at which project was implemented, whether the project was completed on the original schedule and whether significant problems occurred that affected project performance. As appropriate, identify all prime contractors or subcontractors and their role in each project.) This section should be used to demonstrate the firm's experience in completing a project using the technologies relevant to the Authority's facilities.
  - vi) Energy use and costs prior to project implementation.
  - vii) Level of projected annual energy cost savings and annual levels actually achieved. This section should document the projected versus the actual cash flows of the contracts including the cost benefit to the Authority as related to the different HUD incentives.
  - viii) Identify members of the proposed project team involved with the sample projects and their current primary office location.
  - ix) Type of HUD incentive utilized: Freezing the rolling base or Add-on subsidy.
  - x) Type of verification methodology utilized: Describe the IPMVP methodology used along with a description of the yearly measurement and verification process for all stipulated (Option A) savings.
- c) **Section 3 – Staffing Plan** - This section should include a complete description of the individual experience and qualifications of the proposed project staff. The staffing plan should include name, title, experience and relevant duties of each individual active in this specific project. No credit will be granted during the evaluation process for the experience of anyone who will not be directly involved in implementing this project.

In addition, any subcontractors the ESCO intends to use for the project shall be identified and their role(s) described. Provide subcontractor's name, address, contact person, phone number and relevant experience.

Examples of subcontractors that shall be identified include but are not be limited to:

- i) Architectural/engineering firm that will be responsible for project design.
- ii) Energy auditing firm.
- iii) Construction manager.

**d) Section 4 – Technical Capability**

- i) In a Section to be labeled Section 4-1, the proposal must explain the approach your organization will take in delivering the comprehensive technical services required to audit, design, install, and maintain the proposed energy efficiency improvements. Actual designs/specifications are not required at this time.
- ii) In a Section to be labeled Section 4-2, describe the Comprehensive Energy Audit that will be conducted for this project after selection of an ESCO on the basis of this RFP. Your proposal must include information on the systems to be covered, the personnel to be involved and the general method to be used. Provide, as an attachment, an abridged copy of the Comprehensive Energy Audit developed for one of the example projects listed above. The example audit provided should be similar to the Comprehensive Energy Audit anticipated for this project.
- iii) In a Section to be labeled Section 4-3, describe in detail the method you will use to compute the energy baseline. Attach a sample computation from a previous project done by your firm, with full documentation of methods, assumptions and input data. Explain how verification of HUD reported consumption values will be verified.
- iv) In a Section to be labeled Section 4-4, describe your firms understanding of:
  - (1) Resident paid utility allowances, the affect they have on this type of program, and your comprehension of 24 CFR 965 subpart E;
  - (2) The three typical HUD incentives for energy cost reduction and which methodology is most utilized by your firm, how they interact and why an incentive is chosen;
  - (3) Explain how your firm contractually deals with utility unit costs (rates) in relation to the financial savings created by your programs;
  - (4) Measurement and verification techniques utilized by your firm to establish and report on guaranteed savings;

**e) Section 5 – Use of Green and Renewable Energy Technologies**

- i) Points will be given to proposals that use Green and Renewable Technologies anywhere within their proposal.
- ii) Specifically any improvements and innovations that minimize the operating costs for the KCKHA.

**f) Section 6 - Financial Terms**

Consideration will be given to proposals that responsibly maximize the net economic benefit to the KCKHA over the term of the energy services agreement,

and that responsibly minimize the risk to the KCKHA in connection with the proposed transaction. The savings and guarantees provided by the ESCO selected pursuant to this RFP will fully offset the project costs involved for the KCKHA. Also, include any information on intended use of any grant funding or other sources of funding.

- i) The Authority seeks to structure the contract such that the payments to finance the total project cost plus payments for ongoing incremental project maintenance to be paid in full by the value of measured energy savings resulting from the project.
- ii) The Authority may participate in the competitive bidding and selection of all construction contractors. Construction bids will be reviewed with the Authority and contractor selection will be jointly determined between the ESCO and the Authority. The Authority shall approve the bid documents and any subsequent addenda required prior to release. If the proposer is intending to provide a portion or all of the construction utilizing their own personnel, the process by which the assurance of a competitive construction cost will be insured shall be described in detail. None of the ESCO expenses and/or overheads shall be included in any way as part of the construction bids. A signed certification statement shall be required from the ESCO stating this is true.
- iii) For the purpose of calculating the overhead and profit percentages below, the unburdened construction cost shall be defined as the value of the construction bids received from the construction contractors without any additional mark-up by the ESCO.
- iv) Detailed financial information required in this Section includes the following estimated costs that are based on the information provided in this RFP.

(1) Energy Performance Project Implementation Costs:

(a) Comprehensive Energy Audit: \$\_\_\_\_\_

Please provide the man-hours and rates attributable to the audit tasks, subcontractor costs (if applicable), and direct costs that make up the proposed cost to complete the Comprehensive Energy Audit.

<b>Show costs (b) through (i) as a percentage of <u>unburdened</u> construction cost.</b>	
	<b>Maximum Percentage (%)</b>
(b) Designs and specifications (A/E Fees)	
(c) Administration	
(d) Cost of Risk	
(e) Construction Management	
(f) Hazardous Waste Administration	

(g) Profit	
(h) Training	
(i) Any other overhead costs (specify)	
<b>NOTE:</b> The above categories (b) – (i) can be revised / extended by the ESCO through the proposal. Unclear fee descriptions will be considered not in the best interest of the Authority. The KCKHA will not pay for any additional costs above the unburdened construction cost that are not identified in this proposal.	

(2) Ongoing Project Management Costs:

Show costs (a) through (c) as a percentage of <u>unburdened</u> construction cost.	
	Maximum Percentage (%)
(a) Yearly energy savings measurement and verification costs:	
(b) Yearly resident training costs.	
(c) Other yearly service fees (specify):	

**g) Section 7 – Proposed Project Schedule**

Proposals will be evaluated on the reasonableness and clear presentation of length and detail of the proposed project schedule. The proposal should include descriptions of how the ESCO intends to achieve the project schedule. The proposal must provide a complete schedule for achievement of all major project milestones including but not limited to:

- i) Commencement and completion of energy audits.
- ii) Detail all tasks involved with the completion of the energy audit and the expected timeline for the completion of each.
- iii) Final Contract Proposal including a list of all proposed improvements, baseline calculations, and cash flow projections.

**h) Section 8 - Official Statement of Proposer -**

The proposal shall include a statement to the effect that the proposal is a firm offer for a minimum 120-day period. The proposal shall also provide the: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the company and also who may be contacted during the period of proposal evaluation.

**VI. Contract Negotiations and Contractual Provisions**

With the acceptance of the audit and proposed program, KCKHA and the ESCO shall enter into a formal program contract that shall include the following points or provisions:

- 1. The contents of the RFP submission become part of the final contract.
- 2. Certifications and Representations of Offerors, Non-Construction Contract, form HUD-5369-C, Attachment C.

3. General Contract Conditions, Non-Construction form HUD-5370-C, Attachment D.
4. KCKHA retains final approval over the scope of work and end-use conditions.
5. The ESCO must provide a final schedule of project milestones including equipment-servicing provisions, which will become part of the final contract. In the event any milestone or equipment servicing provision is not met as scheduled, without prior approval, KCKHA reserves the right to consider it as default and withdraw from all contractual obligations without penalty.
6. The ESCO must carry an appropriate level of insurance for the construction and operations phase, as well as the monitoring phase. At a minimum the ESCO must carry a Comprehensive Liability Insurance Policy, Worker Compensation Policy, and an Automobile Liability Policy. The ESCO must provide KCKHA evidence of the insurance. Additionally, KCKHA must be named as an additional insured party on the policies on the Comprehensive Liability Insurance, and the coverage shall indemnify KCKHA against all claims and demands for injury, death or damage as a result of the negligence of the ESCO and/or its subcontractors, employees, agents, licensees, or invitees, in the performance of the contract.
7. The ESCO shall provide to KCKHA assurance of completion in the form of separate performance and labor and material payment bonds, each in the sum of 100% of all subcontracts.
8. The KCKHA must have access to inspect, test and approve both the work conducted in the facility, during construction and operations, as well as access to the books, records, and other compilations of data that pertain to the performance of the provisions and requirements of the agreement. Records shall be kept on a generally recognized accounting basis, and calculations kept on file in legible form.
9. The ESCO will fully disclose all costs, including the cost of subcontractors, vendors, and materials.
10. The ESCO will be responsible for maintaining the levels of comfort for each building as specified. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.
11. All drawings, reports and materials prepared by the ESCO specifically in performance of the contract shall become the property of KCKHA and shall be delivered to KCKHA as needed or upon completion of construction.
12. All work completed under this contract must be in compliance with all Kansas State and Local building codes.
13. The selected firm must hold appropriate accreditation, certification and licensing standards to perform work in the State of Kansas and with the Unified Government of Kansas City Wyandotte County, Kansas.
14. KCKHA shall reserve the right to renegotiate the awarded contract if changes in the regulatory or utility climates or if the KCKHA's use of energy warrant it and/or permit the addition of sites to the contract.
15. The contract must meet applicable HUD procurement requirements found at 24 CFR 85.36.

16. The contract and program must meet applicable HUD operating subsidy requirements found at 24 CFR 990.185, as well as applicable energy performance requirements found at 24 CFR 965.308

## **VII. Technical Requirements**

The contract shall also address or acknowledge the following:

1. Specific standards of comfort will be defined and must be maintained throughout the term of the contract.
2. A registered professional engineer must, at a minimum, review and approve design work done under this contract.
3. The ESCO will be required to work with the current building management and maintenance personnel in order to coordinate construction and provide appropriate training in retrofit operation to KCKHA personnel and residents. No equipment shall be installed which would necessitate the Authority hiring additional personnel unless contract negotiations produce an explicit exemption from this provision.
4. The ESCO must provide reproducible "as built," and three (3) sets of record drawings of all existing and modified conditions associated with this project, conforming to typical engineering standards. These should include architectural, mechanical, structural, and control drawings and operating manuals. Drawings must be provided to the Authority within 30 days of the completion of installation. Moreover, if these drawings are produced on a computer, the ESCO will also provide to the Authority a copy of the file and one licensed version of the program used to produce the drawing.
5. At least three (3) maintenance manuals per complex will be provided for all equipment provided under the contract. Manuals are subject to the approval of KCKHA.
6. At least three (3) copies of record product data will be provided to KCKHA for each location.
7. Upon the completion of the final contract, the ESCO shall provide KCKHA a single comprehensive schedule of necessary preventative maintenance for all installations for the five (5) years following the contract closeout.

## **VIII. Other**

KCKHA reserves the right to reject any or all submissions for any reason whatsoever.

KCKHA reserves the right to waive informalities and minor irregularities in submissions received and to accept any submission if deemed in the best interest of KCKHA to do so.

KCKHA reserves the right to cancel for cause or convenience, any contract resulting from this RFP by providing a timely written notice to the contractor.

## **IX. Labor Laws**

The selected ESCO shall obey and abide by all the State laws and regulations and the U.S. Department of Housing and Urban Development relating to the employment of workers for construction and capital improvement projects.

The ESCO agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. The ESCO further agrees that every subcontract entered into will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor.

All State Laws and Regulations, regarding the prevailing wage rates will be adhered to.

#### **X. Assignment or Subletting of Contract**

In the execution of the performance contract it may be necessary for the ESCO to sublet part of the work to others; however, the ESCO shall not award any work to any subcontractor without prior written approval of KCKHA, which approval shall not be given until the ESCO submits to KCKHA a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as KCKHA may require.

The ESCO shall be fully responsible to KCKHA for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the subcontractors, and for the acts and omissions of persons directly employed by the ESCO.

Nothing contained in this Agreement shall create any contractual relation between any subcontractor and KCKHA.

The ESCO shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part hereof, or high right, title or interest in the same or any part thereof, without the previous written consent of KCKHA. The ESCO shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Agreement, without the previous written consent of KCKHA.

#### **XI. Attachments**

Attachment A - KCKHA Property Listing

Attachment B - Sample Cost Summary Form

Attachment C - Certifications and Representations of Offerors, Non-Construction Contract, form HUD-5369-C

Attachment D - General Contract Conditions, Non-Construction, form HUD-5370-C.

Attachment E – Utility Consumption and Cost Data

- Form HUD 52722A
- Utility consumption and cost data. - Breakdown of consumption and cost data by project/site for one year.

Attachment F – Current utility allowance schedule

END