
REQUEST FOR PROPOSALS

FOR ENERGY PERFORMANCE CONTRACTING SERVICES

For End-Users



The Energy Services Coalition offers a collection of model procurement and contracting documents that represent Best Practices for state energy offices (SEOs) to launch and administer programs to increase energy efficiency through energy performance contracting. The documents draw from successful programs in various states and are continually updated to incorporate the latest strategies. They can be easily customized to meet the needs of any project.

DESCRIPTION - RFP for End-Users:

This model RFP is provided for facility owners to issue an RFP for a performance contracting project in its own facilities, where no pre-qualified list of providers is available for this purpose.

It included contract templates for the Technical Energy Audit, Energy Performance Contract, and Financing Solicitation Package.

This is a model document only and does not attempt to identify or address all circumstances or conditions you may encounter or desire. Consult with your legal counsel and procurement staff to adapt it to meet your needs.

OVERVIEW & HOW-TO CUSTOMIZE FOR YOUR PROJECT

Steps

- RFP
 - Issue RFP
 - Hold a site visit for interested Contractors
 - Review written proposals and select top candidates
 - Interview top candidates (usually no more than 3)
 - Select Contractor
- Audit Contract:
 - Contract with Contractor to conduct an investment grade energy audit; use model contract.
 - Conduct a technical review of the energy audit (review energy savings estimates, cost estimates, individual projects, monitoring and verification plan, cash flow analysis projection for financing term)
- Performance Contract: Contract with Contractor to implement projects through a performance contract; use model contract.

RFP Requirements

- This functions as an RFP (Request for Proposals) under many government procurement codes, because it requests cost markups and cost of the audit and includes evaluation of these costs in the selection process. Any greater level of cost information is inappropriate since the first step of the performance contracting process is for the Contractor to conduct an audit to identify the project scope and conduct a detailed cost analysis.
- Encumber funds temporarily to cover the cost of the audit until the later performance contract is signed; these funds will only be used if a subsequent performance contract is not signed; the funds are needed from the time the audit contract is signed until the time the performance contract is signed but should be identified prior to developing the RFP.

Using this Model RFP

- This model RFP is easy to customize for your use. All the key areas to customize are highlighted and below is a list of items to consider for customization. The last two attachments include the two model contracts that will be used for the Technical Energy Audit and for the Energy Performance Contract. The contracts can remain in the RFP as-is and do not need to be customized for use in this RFP.
 - The approach and requirements recommended by the Energy Services Coalition (ESC) are incorporated (ESC is a non-profit organization made up of government and industry professionals in energy performance contracting).
 - Recommendations, explanations and negotiating tips are included.
 - The RFP is a sample document only and does not attempt to identify or address all circumstances or conditions you may encounter or desire. Consult your legal counsel and procurement staff to adapt it to meet your needs.
 - Request an updated RFP and contract attachments, as changes or improvements are made regularly.
-

General

- Prior to issuing this RFP, it is important to have funds identified for temporary obligation during the Audit Contract stage. The Technical Energy Audit and Project Proposal Contract is a stand-alone contract to be followed by the Energy Performance Contract. The latter contract guarantees savings will pay for all project costs, including the cost of the audit. However, because the Audit Contract is initially a stand-alone contract, it will require funds in the amount of the audit cost (usually 10-20 cents per square foot) to be set-aside in order to pay for the cost of the audit unless and until the later energy performance contract can incorporate and pay for the audit costs.
- It is tempting to develop a prescribed scope of work, detailing exactly what projects the Contractor should undertake in your facilities. This is not recommended, however, because it is very valuable to use the Contractor's technical expertise to help identify and assess the opportunities that are most cost-effective or most valuable for your facilities instead of pre-determining the scope.

RFP Preparation and Customization Questions

Contact Information:

Name of contracting entity (legal name, Board of _____)

Abbreviated name to use throughout the RFP?

Facilities Contact person -- name, title, address (physical & mailing address), e-mail address, phone, fax

Proposal Submission:

Where to submit proposals (physical address for FedEx or drop-off, mailing address)

Purchasing specialist or person who handles proposals – name, title, phone

Site Visit:

Required or optional?

Date?

Duration? (usually 1 ½ to 2 hours including 30-minute orientation meeting, similar to a pre-bid meeting so interested respondents can ask questions)

Contact person name/phone/fax/e-mail/address who will be arranging site visit (same as facilities contact person above?)

Physical address and directions

Facility Profile:

In addition to potential self-funded projects that were identified in the study we prepared, do you have any other specific needs to include?

Is there anything you need to eliminate?

(Note that the scope of work does not need to be clearly defined, because you will be contracting for an CONTRACTOR to do further analysis to more fully develop the scope of work.)

Allowable Savings:

Utility savings (energy & water)

Maintenance savings (eliminated service contracts, etc.)

Materials savings (lamp replacements, etc.)

Labor cost savings (note that labor savings does not necessarily translate to dollar savings).

Project Schedule:

Issue RFP

Site visit (usually 2-3 weeks after RFP issued)

Proposals due (usually 2 weeks after site visit)

Proposal Review (if you schedule your committee in advance, this can be done in a day or two)

Interviews (usually 1-2 weeks after proposal review)

Contractor Selection & Award (usually within 1 week of interview, but allow time for Board approval if needed)

Construction: Any special time for construction? (Note that work in the rooms is usually scheduled for evenings & weekends to avoid conflicts.)

Evaluation Team:

Number of people on evaluation committee? (number of proposals needed -- one for each reviewer and for any consultants)

Controls Standardization:

If this will involve an upgrade or modification to your controls system, do you want to pre-specify a desired controls manufacturer? Name of manufacturer? Do you have sole-source approval to specify this manufacturer?

Special Projects

Desired projects

Any special projects required

Funding assistance provided

Contract Terms:

List of ALL facilities -- phased approach?

Financing term (recommend stating a desired term of 12 to 15 years but not absolutely restricting it until the contract stage)

Issues to Consider:

Gain concept approval from administrators to potentially sign a performance contract

Be aware of the need to temporarily encumber funds from the time the audit contract is signed until the time the performance contract is signed. Allow 8-10 cents/square foot of audited space. Once the performance contract is signed, the project savings can pay for the audit costs.

REQUEST FOR PROPOSALS
for Energy Performance Contracting Services
for
Institution

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RFP: Instructions and Administrative Information

ATTACHMENTS

- Attachment A:** Special Contract Terms and Conditions
- Attachment B:** Proposed Project Schedule
- Attachment C:** Contractor Response
- Attachment D:** Evaluation Criteria
- Attachment E:** Technical Facility Profile
- Attachment F:** Model Technical Energy Audit and Project Proposal Contract
- Attachment G:** Model Energy Performance Contract
- Attachment H:** Financing Bid Package
- Attachment I:** Other
This could include legislation statutes that apply to energy performance contracting, executive orders related to energy efficiency, etc.

1.0 Overview and Background

Institution (*Note: include complete name, and Board name if applicable*) (hereinafter referred to as **Institution**) seeks proposals from Energy Services Companies (Contractor) to conduct a technical energy audit of facilities and implement an Energy Performance Contract. The Contractor will identify and implement building improvements to reduce energy and related costs in facilities, such that annual cost savings are applied to annual payments for improvements.

The contracting process has three phases:

- Technical Energy Audit and Project Proposal Phase: A contract for the Technical Energy Audit will be developed with the selected Contractor. This investment grade audit will identify and evaluate cost-saving measures and define the proposed project scope, cost, savings and cash-flow over the proposed financing term. A project proposal will present aggregated measures that can be financed through guaranteed savings.
- Construction/Implementation/Commissioning and Financing Phase: An Energy Performance Contract will be negotiated following the audit. This establishes the project scope and costs, and provides for construction and follow-up services to be provided during the financing term. A separate financing agreement will be developed.
- Post-Construction Guarantee/Monitoring Phase: After construction, the Contractor will offer a variety of services to ensure savings are met, such as a savings guarantee, staff training, follow-up monitoring, and contract maintenance services.

2.0 Proposal Submittal and Selection Process

2.1 POLICIES

2.1.1 All submittals shall become the property of the Institution and will not be returned.

2.2 SUBMITTAL INSTRUCTIONS

2.2.1 All submittals shall become the property of the Institution and will not be returned.

2.2.2 Late submittals shall not be evaluated.

2.2.3 Institution reserves the right to reject any or all proposals on the basis of being unresponsive to these guidelines or for failure to disclose requested information.

2.2.4 Institution shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.

2.2.5 Pre-proposal Conference

See Selection Process below for details.

2.2.6 Communications Regarding This RFP

Questions and requests for clarification on this Request for Proposals must be submitted *in writing* following the instructions posted in the Notice. No verbal inquiries will be addressed.

Communication with Institution officials, the Selection Committee, or others associated with the Institution with regard to this Request for Proposals is prohibited.

2.3 SUBMITTAL FORMAT

2.3.1 Prepare proposals to respond to the items in the **ESCO Response to Request for Proposals (Attachment C)**. Follow the same sequence and state each number and question prior to your response.

2.3.2 Submit *Request For Proposal Cover Sheet* and submit five CD or DVD copies (IBM platform) of the submittals. Each copy of the CD or DVD shall include only two files, both in the .pdf format. The **Response (Attachment C)** shall be converted in entirety to a single .pdf formatted file and submitted on the CD or DVD. Similarly, the requested sample investment grade audit report shall be converted in its entirety to .pdf format and copied as a single file onto the same CD or DVD. Security protection of the pdf file is allowed, but printing shall be enabled.

2.3.3 Deliver proposals to:
Address
Attn:
No later than:

SUBMITTAL SCHEDULE

The following schedule has been established for this Request for Proposals. Note that this schedule may be subject to change.

	TASK	<i>DATE/TIME</i>
1.	RFP Published	
2.	Pre-Proposal Conference	
3.	Prospective Offeror(s)' written inquiries	
4.	Responses to Inquiries	
5.	Proposal Submission	
6.	Proposal Review Period	
7.	Interviews (if required)	
8.	Notice of Intent to Award	
8.	ESCo Contracts	<i>TBD</i>

2.4 SELECTION PROCESS

2.4.1 Pre-Proposal Conference and Site Visit. A site meeting and tour of the facilities will be held prior to the proposal due date. The purpose of the Pre-proposal Conference will be to review the requirements of this RFP and answer questions from ESCOs in attendance. The site visit is mandatory or optional for all Contractors who will later submit a proposal. No follow-up tours, additional access to buildings, or alternative dates for tours will be allowed unless offered to all respondents. *Note: The site visit does not need to be mandatory as the facility information provided in the appendix should be adequate for the Contractor to determine whether to respond to this RFP. An optional site visit is recommended.*

DATE: Date

TIME: Start time to End time

Note: Hold a 30-minute meeting to describe the process, timeline, expectations, etc. Offer a tour of a few key facilities over the next one hour. There is no need for Contractors to visit all facilities.

LOCATION:

Building name. Meeting Room,

Physical address

Directions

2.4.2 Review of Written Proposals. Proposals must be prepared as described in **Attachment C: Contractor Response**. Proposers within the competitive range will be invited to participate in the interviews.

2.4.3 Interviews. Interviews will provide an opportunity for clarification of the written proposal. Contractor representatives at the interview should include individuals who will be *key* points of contact and have *major* responsibility for contract negotiation, engineering and design, construction management and follow-up monitoring. Each interview may be tape-recorded. Scores from the written proposal will be modified based on clarifications and the top-ranking Contractor will be considered for award.

2.4.4 Final Selection. Final reference checks will be conducted with the apparent awardee (top-ranked Contractor) prior to making the final selection. An award will be made to the selected Contractor.

3.0 Scope of Work

3.1 ENERGY PERFORMANCE CONTRACT PROJECT PHASES

3.1.1 Technical Energy Audit and Project Proposal Phase

Technical Energy Audit and Project Proposal Contract.

A Technical Energy Audit and Project Proposal Contract will be negotiated as presented in **Attachment F: Model Contract for Technical Energy Audit and Project Proposal** (also see **Attachment A: Special Contract Terms and Conditions**).

Note: Institution must have funds available to pay for the audit in the event that performance contract is not later executed. These funds must be allocated/encumbered at the time of signing of the audit contract and will be unencumbered in full when the performance contract is executed.

3.1.2 Construction/Implementation/Commissioning/Financing Phase

Energy Performance Contract. Following successful completion and acceptance of the Technical Energy Audit and Project Proposal Contract, an Energy Performance Contract will be negotiated to implement the projects, as given in **Attachment G: Energy Performance Contract** (also see **Attachment A: Special Contract Terms and Conditions**). Any or all performance contract agreements may be denied.

Financing Agreement. The Contractor will solicit bids from a minimum of three financing companies, prior to negotiation of the energy performance contract, using the bid documents in **Attachment H: Financing Bid Package**. Institution will make the final selection.

3.2 CONTRACTOR SERVICES

Note: It is tempting to develop a prescribed scope of work, detailing exactly what projects the Contractor should undertake in your facilities. This is not recommended, however, because it is very valuable to use the Contractor's technical expertise to help identify and assess the opportunities that are most cost-effective or most valuable for your facilities instead of pre-determining the scope.

Contractor must have the demonstrated capability in engineering and management to provide a broad range of services. Services may include but are not limited to the following:

Technical Energy Audit and Project Proposal Phase

- technical energy audit to evaluate costs and savings of a variety of energy and water-saving measures
- project proposal including financial analysis
- benchmarking using Energy Star tools
- monitoring and verification plan
- utility bill data services to capture credits from utility bill errors

Construction/Implementation/Commissioning and Financing Phase

- engineering design
- equipment procurement and purchasing
- construction management
- hazardous waste disposal or recycling
- ability to arrange financing
- commissioning

Guarantee/Monitoring Phase

- continuing operations and maintenance for all improvements
- staff training on routine maintenance and operation of systems
- training of occupants
- guarantee of performance and cost savings for the entire term of the contract
- monitoring and verification for measurement and reporting of the performance and savings

- provide for independent review of monitoring & verification (guaranteed savings pay for independent Contractor)
- analysis and application for Energy Star Label and/or LEED-EB (Leadership in Energy and Environmental Design for Existing Buildings, by the US Green Building Council)
- monitoring and reporting of emissions reductions
- maintaining long-term, high-efficiency performance of buildings

Contractor must have the technical capability to address a broad range of systems including, but not limited to:

- Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- Plants. Distribution systems, cogeneration systems, etc.
- Lighting systems. Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- Building envelope systems. Windows, insulation, weatherization, etc. (It is recognized that window replacements are rarely cost-effective, but could be considered as part of a comprehensive plan.)
- Specialty Systems: laundry equipment, kitchen equipment, pool systems, renewable energy systems.
- LEED-EB: LEED-EB strategies to improve operations and maintenance practices
- Water and Sewage Systems. automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.
- Desired projects. *Note: Identify any specific needs or desires that you think must be included in a performance contracting project, or projects that are of particular interest to you. Keep in mind that the Contractor should be given the flexibility to use its own expertise to determine a broad scope of work, so avoid using this section to pre-define the scope of work.*

Note: Delete items above that do not exist in the facilities.

3.3 BUILDINGS, FACILITIES AND APPROACH

All facilities owned, managed or operated by Institution at any time during the term of the performance contract will be considered for this work. Specific facilities now operated by Institution are listed in **Attachment E: Technical Facility Profile**. Additional facilities not yet identified that are under the jurisdiction of the Institution at any time during the term of the performance contract can be included in the scope of work in a contract amendment.

Work may be conducted in phases where the detailed scope of work can be developed at any time during the term of the performance contract.

The performance contract can be amended at any time during the initial performance contract term to address other buildings or new projects.

Institution reserves the right to reduce the scope of work, to conduct the work in phases or to segment work in facilities based on technological improvements.

Note: List all buildings in Attachment E even if delayed for future work..

ATTACHMENT A: SPECIAL CONTRACT TERMS AND CONDITIONS

Contract Documents. The **Model Technical Energy Audit & Project Proposal Contract (Attachment F)** and the **Model Energy Performance Contract (Attachment G)** will be used.

Payment for Audit. As given in the **Model Technical Energy Audit & Project Proposal Contract (Attachment F)**:

Basis and Maximum Amount. Except as provided for in **Subsections 2(b), 2(c), or 2(d)** below, within Number of Days: 120 days recommended days after Institution's acceptance of the final **Technical Energy Audit and Project Proposal Contract**, Institution shall pay to Contractor a sum not to exceed Dollar Amount in Words (\$ dollar amount) based on a maximum of square footage to be audited gross square feet at cost per square foot per square foot of audited square-footage, as per **Exhibit B: Cost and Pricing**. Institution shall only pay for square-footage actually audited. Areas deemed by Contractor not to be audited will not be charged to Institution.

Payment through Performance Contract. Institution shall have no payment obligations under this contract provided that Contractor and Institution execute an Energy Performance Contract within Number of Days – 120 days suggested, allowing sufficient time for contract negotiation, attorney review, and Institution processing days, after issuance of the **Notice of Acceptance (Exhibit B)** of the final **Technical Energy Audit and Project Proposal Contract**, but the fee indicated above shall be incorporated into Contractor's project costs in the Energy Performance Contract and paid through the Energy Performance Contract funding mechanisms.

Project With Insufficient Savings. Institution shall have no payment obligations under this Contract in the event that Contractor's final **Technical Energy Audit and Project Proposal Contract** does not contain a package of energy and water saving measures which, if implemented and as meeting terms of **Exhibit A: Scope of Work, (b) Guidelines and Requirements**, will provide the Institution with cash savings sufficient to fund Institution's payments of all costs and fees associated with the Energy Performance Contract, including 1) the fee associated with the Technical Energy Audit, 2) all monthly payments on a lease purchase agreement to finance the measures, 3) any annual fees for monitoring and maintenance incurred by the Contractor. Should the Contractor determine at any time during the Technical Energy Audit that savings cannot be attained to meet these terms, the Technical Energy Audit will be terminated by written notice by the Contractor to Institution. In this event this Contract shall be cancelled and Institution shall have no obligation to pay, in whole or in part, the amount specified in this **Section 2(a)**.

Funding sources to support annual payment.:

The following payment sources will be considered in the audit:

- Annual energy cost savings
- Annual water and other utility cost savings
- Material/commodity savings, only in years when savings are achieved, including avoided costs such as lamp and ballast replacements, scheduled replacement of parts, etc. *Note: This category is often recommended to help increase the scope of work through added*

RFP for Energy Performance Contracting Services

Attachment A: Special Terms & Conditions

source of funds; thorough documentation and review is critical to ensure these anticipated savings are verifiable.

During negotiations, Institution may consider savings to include the following:

- Maintenance cost savings such as terminated service contracts on equipment.
- Labor cost savings, in-house. *Note: This category is generally not advised unless staff are cut to achieve budget savings.*

Equity cash outlay:

- At option of Institution, an equity cash outlay, pending funding approval, may be used to supplement savings

Note: Move items above into desired categories.

Maintenance and operation cost savings: Savings will be limited to those that can be thoroughly documented and approved. Such savings must only be attributed to the cash flow in years when savings will actually occur.

Contract Term. The contract term is up to 25 years provided the cost-weighted average lifetime of the equipment exceeds the contract term, however a lesser term of 12-15 years is typically desired. The *ASHRAE Book of Standards* will be used in determining the cost-weighted average useful life of the equipment.

Annual Savings Exceed Annual Costs. Annual savings shall exceed annual payments each and every year while the performance guarantee is in effect. This means that excess savings in other years and interim savings during the construction period will not be allocated to meet shortfalls in any year. Annual payments include debt service, Contractor fees, maintenance services, monitoring services, and other services.

Annual Guaranteed Cost Savings. An annual contractual guarantee will be provided for the first three years of the contract, however, the guarantee shall be made available as a continued option for each subsequent year of the contract term. The Institution can cancel the guarantee at any time after the required period. The guarantee must provide for the sum of identified cost savings to equal or exceed the amount of the annual payment, where annual payment equals lease plus monitoring & verification fee plus required service, each and every year while the guarantee is in effect.

Interim Savings during Construction Period. Savings accrued during the construction period will not be allocated to the annual savings of any year. See “Annual Savings Exceed Annual Costs” above.

Excess Savings (beyond the guaranteed amount). Excess savings will be retained by Institution and will not be allocated to shortfalls in savings in other years. See “Annual Savings Exceed Annual Costs” above.

Use of Stated Cost Markups. The individual cost markups disclosed in the proposal will be used in both the Technical Energy Audit and the Energy Performance Contract, provided the size and scope of the project remain similar. Cost markups presented in the proposal can be negotiated downward.

Open Book Pricing. Open book pricing will be required, such that the Contractor will fully disclose all costs, including all costs of subContractors and vendors. Contractor will maintain cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. Contractor will provide access to records and preserve them for a period of three (3) years after

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Attachment A: Special Terms & Conditions

final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. Stated cost markups will be clearly applied.

Contingency. Any unused contingency cost will not be retained by the Contractor and will be applied to the project.

Equipment Compatibility or Standardization. All equipment installed that is comparable to similar equipment at the facilities, shall offer compatibility with existing systems, and/or be of the same manufacturer for standardization of equipment institution-wide, unless excepted by Institution. *Note: Could include name of existing controls system, or a requirement for open systems or devices, if new controls systems will have to be compatible with an existing brand of controls.*

Annual Appropriations. Annual payment is subject to annual appropriations.

Inflation and Escalation Rates. Any inflation rates will be pre-approved by Institution.

Energy Escalation Rates. Where the annual lease-purchase payments are set-up to escalate each year in anticipation of annually escalating energy cost savings, a calculator will be used to determine the maximum value as developed by the US Department of Energy for energy saving performance contracts in its Federal Energy Management Program. The tool is on-line at:
<http://www.eere.energy.gov/femp/techassist/softwaretools/softwaretools.html> (EERC).

Monitoring and Verification Plan. A monitoring and verification plan will be developed per guidelines in the energy performance contract. Note that this should be rigorously reviewed by a third party.

Independent Review of Monitoring & Verification. The energy performance contract must provide for a portion of the guaranteed savings for Institution to contract with an independent monitoring & verification specialist to provide an independent review of the Contractor's monitoring & verification plans and reporting. This is estimated to be 10 percent of the Contractor's monitoring & verification costs.

RFP for Energy Performance Contracting Services
Attachment B: Proposed Project Schedule

ATTACHMENT B: PROPOSED PROJECT SCHEDULE

The following schedule is the proposed schedule, and may change during the project.

Note: Change week numbers as needed. Consider holiday or seasonal schedules if they are the best times for construction..

ACTIVITY

DATE

RFP Phase

Contractor Selection and Award

Week 8

Note: Refer to Submittal Schedule.

Consider time needed for Board approval, if necessary, or official announcement.

Technical Energy Audit Phase

Contract Negotiation

Weeks 9-11

Note: Allow two weeks for negotiations. Reserve time to negotiate cost markups as maximum markups were given in the proposal response. Also negotiate the scope and level of the audit. Otherwise, this contract is simple and straightforward.

Board approval and signatures to execute contract

Week 12

Note: Allow sufficient time based on past experience with contracts in your department.

Audit, Final Report and Presentation

Weeks 11-22

Note: Allow time for several meetings during this process, so that there is sufficient discussion for agreement.

Energy Performance Contract Phase

Negotiation and Documentation

Weeks 23-30

Note: It is very important to allow sufficient time to review the contract and meet several times with the Contractor to ensure thorough understanding of contract elements, to discuss and negotiate project scope and costs, and to fully document the contract to incorporate project schedules, maintenance agreements, and other project-specific documents. Its time well-spent, as a thorough understanding and documentation of expectations could avoid future conflicts.

Board approval and signatures to execute contract

Weeks 31-34

Note: Allow sufficient time based on past experience with contracts in your department. To save time, request legal review and approval during the RFP stage.

Installation

To be negotiated

Commissioning/Monitoring Phase

Institution Name

RFP for Energy Performance Contracting Services
Attachment B: Proposed Project Schedule

Commissioning	To be negotiated
Monitoring	To be negotiated
Staff Training	To be negotiated
Other	To be negotiated
Proposed Contract Term	To be negotiated

Note: This schedule is subject to change.

ATTACHMENT C: CONTRACTOR RESPONSE

- *An electronic copy of this RFP section is available for easier preparation.*
- *Please number and re-state each subheading or question, followed by your response.*
- *Number all pages.*

To Contractors responding to this RFP:

For small projects, please limit your responses to a level appropriate for the scope of the project.

Note: Delete this statement if not applicable.

COVER SHEET

See cover sheet example at the end of this attachment.

1. FIRM’S GENERAL APPROACH TO PERFORMANCE CONTRACTING

Describe performance contracting from your firm’s perspective, describing your phases and your firm’s ability to support each of the phases. Provide a stand-alone overview, maximum of 5 pages, using any order or format to present your company as you wish. Include highlights on company background, market sectors served, company strengths and areas of expertise. Also include your general approach to performance contracting: typical phases for a project and ability to support each phase (Project Development, Energy Auditing, Performance/Savings Guarantee, Financing, Construction, Commissioning, Measurement and Verification, Client Staff/Occupant Training, Post-construction Maintenance Support).

The purpose of this overview is to provide a good introduction of your firm to the evaluation committee.

2. PROJECT HISTORY

a. Project List.

List all energy performance contracts that your firm or personnel have managed within the last five years. Include list as shown below. Truncate the list at one page.

1) PERFORMANCE CONTRACTING PROJECTS

Project Name	City, State	Total Project \$	Year completed

All projects listed should be those conducted only by your firm. If you deem it relevant to list projects under contract to a different firm, clearly identify the name of firm responsible for the project and indicate why you’re including it as a reference for your company and for this project.

RFP for Energy Performance Contracting Services
Attachment C: CONTRACTOR Response

2) **OTHER PROJECTS** (only if deemed relevant to this project)

If desired, also list related projects deemed relevant to this work, particularly those managed in the state.

Project Name	Project Type	City, State	Total Project \$	Year constructed

b. Project References

Provide detailed information on *performance contract-based projects* you want to showcase that have similarities to work related to this proposal. Similarities could include type/use of building, size of individual buildings, size of total expected project, technical scope of projects, geographic region (work in this state or similar type of metro/rural region). Include the following information on each project, as a minimum (*no preferred format*):

Project Identification:

Name. Name of state department, university, school district, office building, etc.

Location. city/state

Contact Information. Names and contact information of owner(s)' representatives who can serve as references.

Project Information:

Project Type: performance contract; other

Project Size. Number of buildings, total square footage.

Project Dollar Amount: Total contract amount and the total project capital expenditure amount

Source of Funding: Type of financing used and grants/rebates, etc. Describe your involvement in securing funds.

Project Implementation Dates: Date of audit beginning and acceptance, and construction start and acceptance.

List of Improvements. Type of retrofits and operational improvements related to energy, water and other cost savings.

Project Performance: State amounts of projected annual savings, guaranteed annual savings, and actual annual savings.

Project Personnel. State the name(s) of individuals involved in the project and their role. Note if these personnel are assigned to Institution's project.

Comments. Comment on any special features, services, conditions, creative approaches, special needs of Institution, etc. that may be of interest.

All projects listed should be those conducted only by your firm. If you deem it relevant to list projects under contract to a different firm, clearly identify the name of firm responsible for the project and indicate why you're including it as a reference for your company and for this project.

c. Relevant Experience - Overview of Strengths

RFP for Energy Performance Contracting Services

Attachment C: CONTRACTOR Response

Briefly summarize your project histories to define your firm's strengths and the relevance of past work to this project (experience similar to this project in terms of size, scope, facility type; experience with types of retrofits applicable to this project; etc.).

3. QUALIFICATIONS OF THE FIRM OR TEAM

a. Background Information on the Firm

- 1) **Structure and Evolution of Firm.** Type of firm (corporation, partnership, sole proprietorship, joint venture); Name of parent company if applicable (include the name, main office address and parent company's tax identification number). Name of division or branch office if applicable; Name of current firm and number of years operating under this firm name; Former firm names if applicable and corresponding years in operation. Structure of team if this is a joint venture.
- 2) **Years in Energy Business.** State the number of years your firm has been involved in the energy-efficiency related business.
- 3) **Years in Performance Contracting.** State the number of years your firm has offered performance contracting services.
- 4) **Number of Performance Contracting Projects.** State the number of performance contracting projects completed by your firm. Number under \$1 million. Number over \$1 million.

b. Financial Qualifications & Stability of Firm

- 1) **Financial Soundness.** Describe the financial soundness and stability of the firm.
- 2) **Profitability.** Has your firm or parent company been profitable each year for the past three years?
- 3) **Financial Report.** Submit the most recent annual summary (1-3 pages) of the annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months, along with name, address, and the telephone number of firm(s) that prepared the Financial Statements.
- 4) **Bonding.** Current bonding capacity; bond rating; confirmation that firm is currently bondable for 100% of a payment bond for construction of this project; 100% of a performance bond for construction of this project; letter from a licensed surety as evidence of ability to bond for each of these categories.

c. Industry Accreditations

State if your firm is accredited by industry organizations, such as the National Association of Energy Service Companies (NAESCO), or pre-qualified for work through the U.S. Department of Energy for federal facilities or the U.S. Department of Defense. Describe the relevance or importance of any accreditations or pre-qualifications with regard to this project.

d. Compliance with Requirements

Affirm your ability to meet requirements: *“Yes, this firm or team responding to this proposal understands the requirements specified in Attachment A: Special Contract Terms and Conditions, Attachment F: Technical Energy Audit and Project Proposal Contract, and Attachment G: Energy Performance Contract and can abide by them. And, this firm has reviewed related legislative requirements.”*

4. PERFORMANCE CONTRACTING CAPABILITY & TECHNICAL APPROACH

a. General Scope of Services

Following is a minimum scope of services acceptable to compete for an energy performance contract.

Add a brief comment for each item (25 words or less preferred) to demonstrate your capability for each.

1) *Energy systems in buildings, facilities and infrastructure:*

Mechanical/Electrical Systems

- a) Lighting: indoor and outdoor
- b) Heating
- c) Ventilation and indoor air quality issues
- d) Cooling
- e) Control and building automation
- f) Fuel switching
- g) Central plant
- h) Water-consuming

Renewables

- i) Daylighting
- j) Solar-electric
- k) Solar thermal
- l) Geothermal
- m) Wind, small-scale or large-scale
- n) Biomass
- o) Distributed generation

Specialty Systems or Specific Building Types

- p) Kitchen or laundry
- q) Laboratories, clean rooms
- r) Healthcare hospitals, nursing homes, clinics
- s) Swimming pools and recreational facilities
- t) Computer laboratories

Energy Management Services:

- u) Energy management
- v) Utility bill auditing and bill payment (identifying errors and collecting credits)
- w) Energy Star Portfolio Manager, benchmarking
- x) LEED for Existing Buildings
- y) Commissioning/re-commissioning
- z) LEED-NC support for any new building/addition project
- aa) LEED-EB support to help the agency become LEED-EB certified

Other

- bb) Transportation – fleet fuel management, etc.
- cc) Other

2) *Project Development and Implementation*

- a) Energy auditing (identify potential energy-saving measures, determine savings projection based on standard energy engineering principles; estimate project costs; present package of measures with cash flow)
- b) System design engineering: mechanical, electrical, etc.

RFP for Energy Performance Contracting Services

Attachment C: CONTRACTOR Response

- c) Procurement, bidding
- d) Construction
- e) Commissioning of projects and retro-commissioning of existing buildings
- f) Project management
- g) Identification of asbestos and other hazardous materials and abatement, recycling or disposal as applicable

3) **Core Performance Contracting Services**

- a) Performance guarantee for every year of the financing term
- b) Insurance per contract requirements
- c) Equipment warranties
- d) Ability to facilitate financing including a municipal, tax-exempt lease purchase
- e) Measurement and verification of savings
- f) Training: maintenance staff and occupants

4) **Support Services**

- a) Long-term maintenance services on energy systems
- b) Application for an Energy Star Label and LEED certification.
- c) Calculation and reporting of emissions reductions

b. **Performance Contracting Technical Approach**

- 1) **Performance Guarantee.** How is a performance guarantee provided (self-guarantee or third party) and describe the value of this approach?
- 2) **Insurance.** How is insurance provided (self-guarantee or third party) and describe the value of this approach?
- 3) **Warrantees.** Who provides warrantee service (Contractor or manufacturer)? How is this provided? Describe the value of this approach.
- 4) **Standards of Comfort.** Describe standards of comfort that are generally used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Describe any flexibility.
- 5) **Baseline Calculation Methodology.** Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
- 6) **Project Schedule.** Comment on your ability to meet the schedule and the reasonableness of the schedule.

c. **Sample Technical Audit.**

Submit a sample technical audit conducted by your firm for a similar project (as directed in the Proposal Submittal Information).

- 1) Briefly describe this sample audit. It should be representative of the type of facility and the type of audit that will be conducted.
- 2) Verify that this audit includes detailed energy and economic calculations.
- 3) Verify that it was conducted by a current member of the team proposed for this project.

d. **Financing Company**

Contractor will be required to solicit bids for financing on behalf of Institution. (Since Institution will sign a separate agreement with the financing company, Institution will review bids, select desired firm, and develop the financing agreement.) To solicit bids, Contractor will use the RFP and supplemental information provided in **Appendix H (Financing Bid Package)**.

RFP for Energy Performance Contracting Services

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- 1) Identify three financing companies that you recommend as qualified to provide municipal tax-exempt financing for this project.
- 2) Provide letters of qualifications and references from each firm.

e. **Site-Specific Approach**

- 1) **Types of Services.** Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) identified for this project.
- 2) **Potential Projects.** Based on your preliminary assessment of the information provided, describe any equipment modifications, installations or replacements at the facility that your firm would consider installing as a part of this project. Address energy, water and LEED-EB opportunities related to operation and maintenance. Also describe any special features, renewable technologies, or advanced technologies that might be applicable. Describe any special features or services associated with your proposed improvements that would add value to Institution. Describe your approach to achieve compatibility (such as open systems) and/or standardization of equipment in the facilities to be addressed.

5. MANAGEMENT AND STAFFING FOR THIS PROJECT

This section applies to this project, with an emphasis on local capability/service.

a. **Management**

- 1) **Coordination.** Describe your firm's approach to managing this project. Include an organizational chart showing clear lines of communication and responsibility. Describe the transition and responsible parties from the sales to auditing phase, auditing to construction phase, construction to follow-up monitoring phase, etc.
- 2) **Construction Management.** Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use. Describe your flexibility and/or any limitations regarding possible Institution activities such as: management of additional energy and water projects, monitoring of installation and performance of Contractor projects, integration of other identified capital needs with Contractor projects which may or may not contain energy and water saving opportunities.
- 3) **In-house Capability vs. Subcontractors.** Generally describe the types of services (both professional and construction services) that you offer in-house and the services you offer through subContractors, and describe the strategy behind in-house vs. subcontractor use. (Detailed information on pricing of subcontractors is requested in the Cost Section below.)
- 4) **Institution Involvement.** Describe how you engage the Institution in decision-making regarding project scope, equipment specifications, ongoing operational and maintenance strategies, etc., and how you incorporate Institution's needs.
- 5) **Local Staffing and Support.** Describe extent of local staffing and support for the geographic region. Include basic job descriptions and capabilities of the local staff. Describe the relevance or importance of local presence with regard to this project.
- 6) **Long-term Servicing.** Describe long-term servicing of equipment and systems. State the location of your nearest servicing office.

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b. Personnel Information.

- 1) **Qualifications and Experience of Staff Assigned to this Project.** Identify the individual who will have primary responsibility for each task and phase of the project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five years including type of project and project cost and resume. Tasks and phases to address include technical analysis, engineering design, construction management, construction, training and post-contract monitoring. Indicate the percent of time each person is available to work on this project. Indicate their office location (city/state).
- 2) **Added Qualifications and Experience.** Describe any added expertise and capability of staff available through the parent company, other subcontracts, etc. to provide back-up strengths in technical analysis, engineering design, architectural design (if applicable), construction management, construction, training and post-contract monitoring, etc.

c. Self-Performed Work or Subcontractors

- 1) State whether work is completed by the Contractor or by a subcontractor for each category of measure (auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, monitoring & verification, etc.),
- 2) Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.
- 3) Identify any subcontractors already selected.

6. COST AND PRICING

a. Markups

Markups represent a percentage added to the base cost for the project. Markup costs are disclosed to provide a typical project costing approach for a project of similar scope and size. This disclosure will provide the open book pricing structure to be used by the Contractor for this project. The markups will be used in the Technical Energy Audit Contract and Energy Performance Contract. (A substantial change in the scope and size of the project may necessitate renegotiation of the markups.)

Provide your company's proposed maximum allowable markups in the schedule below for each category listed on the schedule. (The use of margins in lieu of markups is not acceptable.) This format is required and must be completed in its entirety. Use only the categories provided. Ranges for markups are not acceptable.

Clearly indicate (mark by page) if elements of this section are requested to be treated as proprietary (the responsible Purchasing official will make the final decision if this is to be treated as proprietary).

MARK-UPS		
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<i>CATEGORY OF MARK-UP</i>	<i>MARK-UP APPLICATION</i>	<i>% MARK-UP</i>
Overhead		
Profit		
Labor – Internal		
Equipment Purchased		
Materials Purchased		
Subcontract Labor		
Subcontract Material		

Clearly describe how self-performed work will be charged (billed hourly, billed as a markup of equipment and labor costs, etc.). If self-performed work will be billed hourly, include markups proposed to be applied to the hourly rate.

If a proposal is from a joint venture partnership, include proposed maximum allowable markups in the schedule format above for each participating company.

b. Fees

Provide your company’s proposed maximum allowable fees in the schedule below for each category listed on the schedule. This format is required and must be completed in its entirety. Use only the categories provided. Ranges for fees are not acceptable. If a proposal is from a joint venture partnership, provide proposed maximum allowable fees in the schedule format below for each participating company.

<i>FEES</i>		
<i>CATEGORY OF FEE</i>	<i>HOW DETERMINED AND USED</i>	<i>YEARS APPLIED (One-time, Annual, etc.)</i>
Technical Energy Audit and Project Development	\$ _____ per Square Foot	One time
Solicit & Evaluate Project Financing Proposals		
Design	(Example) ___% of _____	
Contingency		
Permits		
Performance Bond		
Project Management		
Commissioning		
Training		
Monitoring and Verification		
Warranty Service		
Maintenance on Installed		

RFP for Energy Performance Contracting Services
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Measures		
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Provide the proposed maximum fee for Technical Energy Audit and Project Proposal on a cost per square foot basis. The company agrees that the proposed maximum fees shall incorporate its responsibility to adhere to and complete the full scope of work as presented in the Standard Technical Energy Audit and Project Proposal Contract.

For each fee category listed on the schedule describe how that fee is determined, how the fee is charged to the project and when it is applied. For example, fees might be based on a percentage of project cost. Markups on fees are not allowable.

c. Audit Cost

- 1) **Total Cost.** State the total cost of the technical energy audit. Ensure that your cost is based on the approach and requirements included in **Attachment F: Model Technical Energy Audit and Project Proposal Contract**. For the purpose of this evaluation, assume all facilities listed in **Attachment E: Technical Facility Profile** will be audited.
- 2) **Unit Cost.** State the cost per square foot of the audit. This cost will be evaluated on the basis of reasonableness, so an unrealistically high or low cost will be devalued in the evaluation process.
- 3) **Meet Full Scope of Work of Audit Contract.** State your capability to complete the full scope of work as presented in **Attachment F: Model Technical Energy Audit and Project Proposal Contract**, within your proposed cost.

*Note: In **Attachment E: Technical Facility Profile**, list all buildings that could potentially be audited and verify that square footage, use of building and other information is include, and provide a total square footage of buildings to be audited. Later negotiation may streamline this list.*

d. Contingency

Describe your company’s typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects and how it proposes to apply contingency to cover changes in work scope and subcontractor change orders. Note that all unused contingency funds will revert to the Facility Owner or be applied to additional work scope through a change order approved by the Facility Owner.

State how the contingency will be applied to cover changes in work scope and subcontractor change orders. State the typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects.

Note that all unused contingency funds will revert to Agency or be applied to additional work scope through a State approved change order.

e. Equipment/Labor Cost Competition

Describe your company’s process to solicit bids on equipment/labor or to ensure price/cost competition and the best value for the Facility Owner.

RFP for Energy Performance Contracting Services

Attachment C: CONTRACTOR Response

f. Open Book Pricing

Open book pricing is full disclosure by the contractor to the Facility Owner of all costs and markups for materials, labor, and services received during the project development, implementation, and performance period phases. Open book pricing will be required such that all costs, including all costs of subcontractors and vendors, are fully disclosed. Describe your company's approach to open book pricing and its method for maintaining cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records.

g. Application of Markups and Fees (Hypothetical Example)

Provide a sample of your pricing model using a two-measure performance contracting project. Show the complete detail of what will be provided to the Institution in the actual project using the markups and fees you will commit to in the actual project, as identified above, for all categories, fees and services that will be seen in the actual project.

Include a sample project proforma and clearly indicate all fees required for monitoring & verification, project management and all services that may be included in the actual project, including the audit cost. All markups and fees used in this example must be representative of what will be used in the actual project.

Additional markups, fees, or service category costs not shown in this example will NOT be allowed in the final contract.

Incomplete information will be considered an incomplete response and cause the response to be rejected.

- a) Provide an example lighting measure that relates to this project in size and scope. Provide all pricing documentation as you will provide it for open book pricing in the final contract. Clearly differentiate the subcontracted portion of the project and break out labor, materials and other categories as you will for open book pricing.
 - b) Provide same information for an example boiler measure (or other heating/cooling equipment if a boiler replacement is not relevant for this project)
 - c) Show the two measures above in a complete two-measure performance contracting project. Provide a proforma to clearly indicate all costs and fees represented as they will be applied in the final contract. Use the format and structure you will use in the final contract.
- 2) **Best Value**. Briefly describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, local relationships and experience, experience in similar types of facilities, knowledge of particular retrofits, etc. Also describe any utility rebates or other financial incentives or grants can potentially provide and/or facilitate.

**RFP for Energy Performance Contracting Services
Attachment C: CONTRACTOR Response**

**REQUEST FOR PROPOSALS
For Energy Performance Contracting Services**

COVER SHEET

Publish Date: Date **RFP Number: RFP Number**

Return all Proposals to: Mailing Address:
Physical Address for hand-delivery (if different): **Purchasing Agent: Name**

Per the attached specifications, terms and conditions

F.E.I.N.: _____ **Payment Terms:**
Delivery Date: _____ **(Minimum of Net 30)** _____

Authorized Signature: _____
Typed/Printed Name: _____
Title: _____

Company Name: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone Number: _____ **Fax Number:** _____

Contact for Clarifications: _____
Title: _____
Phone Number: _____ **Fax Number:** _____
E-mail Address: _____

IMPORTANT: The following information must be on the outside of the Bid Return Envelope:

ATTACHMENT D: EVALUATION

WRITTEN PROPOSALS

The Evaluation Team will identify scoring weights for each section, with the “Cost and Pricing” section equaling a minimum of 30% of the total score of the written response to this RFP. The weights of criteria will be determined by the Evaluation Team.

The Evaluation Team recognizes it is premature to place a major emphasis on projected financial benefits prior to the completion of the Technical Energy Audit, because the Audit will define the potential scope and cost benefit. Therefore, the most emphasis will be on qualifications and less emphasis will be placed on the cost information.

INTERVIEWS

Contractors in the competitive range will be invited for an oral interview. The proposal scores will be modified based on clarifications to responses provided in the interview.

SELECTION

The Evaluation Team will identify the apparent awardee and then contact references to complete the evaluation.

With quality references, the apparent awardee will be notified of selection; otherwise, the same process will be used with the second-ranked Contractor.

ATTACHMENT E: TECHNICAL FACILITY PROFILE

Note: The energy service companies (Contractors will need a description of the facilities in order to decide whether to respond to the RFP. Use any format you wish. Only include information that is readily available in order to expedite the RFP process. At the minimum, include “Building List” and the minimum recommended portions of the “Energy and Water Consumption and Cost Information” section.

The information in this technical facility profile is provided to inform the Contractor about the condition of the facilities. The information was prepared with diligence. The Contractor is responsible for verifying the accuracy, as necessary.

Note: Provide as a separate file to avoid word-processing errors. Include this page as a cover sheet.

Building List

- *List of Buildings (include **all** buildings that could be potential candidates either now or in the future; you can always scale-back the project scope during contract negotiations if desired). List only those buildings where you pay the utility bills and have responsibility for upgrades. Include:*
 - Name of building
 - Total square footage of conditioned space.
 - Primary use of building (school, office, etc.)
 - Year constructed
 - Year of any major modifications, additions or renovations (briefly describe)
 - General location of buildings if not all are in one city or one “campus”

Energy and Water Cost & Consumption Information

Only provide information that is readily available.

- List the present utility companies that provide electricity, gas, water, etc.
- Is natural gas or propane used? If propane, is natural gas available in the area?
- Provide energy use information as available: At a minimum, include *annual costs* for each of the main buildings (preferably itemized by electricity, natural gas, water, etc.). *If available*, include *monthly* consumption and cost information for electricity (kW, kWh, \$), gas (ccf/therms/gal, \$), water (gal, \$), etc. for the past one-year period for each of the major buildings. If monthly information is not readily available, attach copies of utility rate schedules that apply to the facilities or include a sample utility bill for electricity, gas, etc. for each facility or meter from a winter month and summer month. If under contract for natural gas, provide the fuel purchase agreement and a monthly price history, if available.

Past Energy Improvement Efforts

Only provide information that is readily available.

- Describe any major energy-related changes made during the past ten years (boiler/chiller replacements, other heating/cooling modifications, cooling additions, energy management control installation/upgrade, T8/electronic ballast lighting upgrades, ventilation improvements, etc.).
- State if any energy audits were conducted in the past 5 years and if the information is available.

RFP for Energy Performance Contracting Services

Attachment E: Technical Facility Profile

Future Plans

Only provide information that is readily available. If not readily available, the ESCO can work with you to collect needed information during the audit phase.

- Describe any major change planned to occur (additions or renovations; lighting upgrade, major equipment replacement; decommissioning, demolition or sale; significant change in function or hours of operation in the next 10 years; change in function of building such as from classrooms to offices, change in hours of use such as year-round to seasonal operation).
- Describe funding available, planned or anticipated for these improvements.
- Describe any building improvements that you would like to investigate during this project.

Energy-Using Systems Description

Only provide information that is readily available. If not available, the ESCO can work with you to collect needed information during the audit phases.

- Heating System: Briefly describe the types of heating systems serving your buildings (boiler, furnace, rooftop unit, etc.). Also describe the distribution system that delivers heated/cooled air to the rooms (forced air, water, etc.) Describe the age and condition.
- Cooling System: Briefly describe the type of cooling system serving your building (chiller, roof-tops, etc.). Describe the age and condition.
- Controls System: If you have a controls system to control space temperatures and heating and cooling equipment, please describe its capability (what is controlled), type (pneumatic compressed air system, direct digital control system), condition, manufacturer name and model, and approximate year installed.
- Lighting System, Interior: Describe extent of replacement of fluorescent systems to T8 lamps and electronic ballasts.
- Water Heating System: Describe your domestic water heating system. Is it part of the space heating system?
- Other Energy-Using Systems (laundry, kitchen, laboratory, solar system, swimming pool, spa, ice rink, etc.)
- List any added water use such as showers, laundry, irrigation, etc.

Operating Information

Only provide information that is readily available. If not available, the ESCO can work with you to collect needed information during the audit phases.

- Describe the typical hours of operation for each facility (weekday, weekend, seasonal). In other words, when are the lights on and when is the heating/cooling system operated?
- Describe the janitorial hours (during occupied hours or after hours?)
- Describe when cooling systems are used and in which buildings

Maintenance Practices

Only provide information that is readily available.

- Describe the general maintenance practices (preventive maintenance plan used, skilled or low-skilled maintenance staff, good or poor funding for maintenance, much or little deferred maintenance, etc.)
- Describe any known maintenance problems and/or needs associated with deferred maintenance. Include comfort problems.

RFP for Energy Performance Contracting Services
Attachment F: Technical Energy Audit & Project Proposal Contract

ATTACHMENT F: Technical Energy Audit & Project Proposal Contract

OVERVIEW:

This Technical Energy Audit & Project Proposal Contract is the first of two contracts with the selected Contractor. The Contractor will complete an investment grade technical energy audit that will include an analysis of each proposed project with projected energy and cost savings and itemized project cost. The Contractor will also propose terms for the performance contract and present a proposal that includes recommended projects, financing term and projected annual cash-flow analysis. The results of the audit will form the basis for a subsequent Energy Performance Contract.

The complete contract is under a separate electronic file for easier use.

Note: provide this attachment under separate file for easier use. Retain this page with overview as a “placeholder.”

RFP for Energy Performance Contracting Services
Attachment G: Energy Performance Contract

ATTACHMENT G: Model Energy Performance Contract

OVERVIEW:

This Energy Performance Contract is for design, construction, guarantee, and follow-up monitoring of energy-saving projects. An energy audit was previously completed that identified the costs and savings of each project. The audit provides the basis to develop and negotiate this Energy Performance Contract.

The complete contract is under a separate electronic file for easier use.

RFP for Energy Performance Contracting Services

Attachment H: Financing Solicitation Package

ATTACHMENT H: Financing Solicitation Package

The complete package is under a separate electronic file for easier use.

OVERVIEW

The Contractor is expected to conduct a competitive bid process to select a financing firm to satisfaction of Institution.

Table of Contents

Request for Proposal for Financing

Lease Contract

Not included; Examples from finance companies are available but they should be customized to meet the state's statutes.

Financing Proposal Letter

Signature Sheet

Overview of Facility Improvement Projects

RFP for Energy Performance Contracting Services
Attachment I: Other

This could include legislation statutes that apply to energy performance contracting, executive orders related to energy efficiency, etc.