

**Local Government or School System
Request for Proposals
Energy Services Management**

TABLE OF CONTENTS

Overview ----- 1

The Procurement Process----- 2

 Site Visits ----- 3

 Submission of a Written Proposal ----- 4

 Evaluation----- 4

 Oral Interview ----- 4

 Best and Final Offer----- 4

 Development of the Contract----- 5

 Selection Timetable ----- 5

Contract Award----- 6

 Project Management Criteria----- 6

 Technical Approach Criteria----- 7

 Financial Approach Criteria ----- 7

 Legal Approach Criteria ----- 8

Contract Specifics----- 9

 Contract Duration----- 9

 Scope of Services ----- 9

 Renegotiation----- 9

 Necessary Contract Provisions----- 9

 Technical Requirements ----- 9

 Contract Provisions ----- 11

Listing of Attachments----- 16

Attachment A - Required Documentation

Attachment B – Documentation Checklist

Attachment C – ESCo Profile Form

Attachment D – Technical Appendix

Attachment E – Sample Energy Audit Agreement

Attachment H – General Conditions, Non-Construction

Attachment I – Certification Regarding Debarment and Suspension

Attachment K – Non-Collusive Form

XXXX
Request for Proposals
Energy Services Management Services

Overview

It is the intention of xxxx to enter into a contract to obtain energy conservation technology and services to reduce its energy consumption and related expenditures. Toward this end, `XXXX is soliciting proposals from energy services companies (ESCOs) and other contractors to increase the energy efficiency and to act as general contractor for the non-energy improvements at the following locations:

<u>Facility</u>	<u>Facility Name</u>	<u>Address</u>
-----------------	----------------------	----------------

Please see the Technical Section of the RFP for specific information on the desired energy and non-energy related work scopes. XXXX may select one firm to provide the energy-related and the non-energy related services, or may select more than one firm.

The XXXX anticipates working on the entire portfolio at once, but may decide to phase some of the work, depending on the results of the audit and other circumstances.

The XXXX is interested in entering into a cooperative relationship with an energy services firm to implement a full range of water and energy conservation measures and related capital improvements, to be financed through a performance-based contract, guaranteed savings, or a similar agreement at no initial capital cost to the XXXX itself. These services will result in reduced energy consumption and associated costs for one or more of the following systems: water; lighting; heating, ventilation and air conditioning; the building envelope; and/or domestic energy consumption, including domestic refrigeration and hot water heating. In addition, the XXXX is interested in savings which do not result directly from the reduction in consumption, such as demand reductions.

Through this relationship, the XXXX seeks to maximize its energy savings and related improvements. Within the framework of available financing, therefore, ESCOs are encouraged to advocate the installation and implementation of conservation measures providing the greatest possible energy savings. XXXX is also interested in generating cash flow out of the project if the energy savings support this.

Services to be provided or managed by the selected ESCO shall include, but are not limited to, an energy audit and the design, acquisition, installation, modification, and maintenance of existing and/or new energy-related equipment and systems. Services will also include the annual training of XXXX staff on routine maintenance and operation of all improvements, and training of occupants on conservation methods and procedures. Plans for the training of XXXX staff, maintenance manuals, maintenance training, and energy management measures shall be subject to the acceptance and approval of the XXXX.

Improvements must result in a guaranteed minimum energy savings, with the ESCO payments linked to actual measured reductions in energy cost and/or consumption. At a minimum, the energy cost savings achieved by the installed projects over the contract term must be sufficient to cover all project costs including debt service and contractor fees for design, maintenance, monitoring, and profit, as well as annual training fees.

The Procurement Process

The process for obtaining energy services is expected to follow these steps:

Site Visits: All ESCOs considering submitting proposals in response to the RFP are invited to attend an information session to be held

_____. Representatives of the XXXX will be available to answer questions about the ESCO selection process and the properties

in question. Immediately following will be a walk-through inspection of the buildings. **ESCO's are strongly encouraged to attend.** Firms which will be sending a representative to this meeting are asked to notify **yyyy by z date.**

For ESCOs which are unable to send a representative to this meeting but would like to tour the buildings in question, or firms which would like to visit the buildings a second time prior to submission of a proposal, a second building tour is scheduled for yyyy. Firms which are sending a representative should contact yyyy by xdate. Bidders are encouraged to carefully evaluate the building profile data contained in the technical appendix, Attachment D, and to visit the facilities in order to enhance their understanding of existing building conditions and retrofit opportunities.

Questions and Inquiries

Questions pertaining to this Request for Qualifications must be submitted in writing no later than yyyy. Writing for purposes of questions and inquiries **ONLY** includes fax (Facsimile Transmission) and E-mail (Electronic Mail). E-mail is the preferred method of contact. E-mail pertaining to this procurement may be addressed to:

Regular mail may be sent to:

Faxes may be sent to:

Inquiries will not be answered directly. Instead, the xxxx anticipates that it will issue an addendum, which will address the questions submitted by the addendum date. Any addenda will be sent to all those who were issued a copy of the original RFP. It is the responsibility of the respondent to check with XXXX prior to the submittal deadline to ensure that all addenda issued by XXXX have been received or to call the XXXX contact named above.

Submission of a Written Proposal: In accordance with this RFP, proposers shall submit one original and five (5) copies plus 1 electronic copy of Attachments B and C and all supporting and supplemental documentation requested in Attachment A. This documentation is intended to demonstrate the firm's qualifications for undertaking this project, and ESCOs are, therefore, asked to be complete and thorough in their submissions. Any proposal that does not contain all of the information requested in Attachment A may be disqualified as incomplete and not considered for selection. Proposals should be placed in a sealed envelope addressed to Yyyy and marked "RFP for Energy Services Management." All proposals must be received no later than zzzz at the Xxxx. Late proposals will not be considered.

All proposals become the property of the XXXX and will not be returned to the submitting firm. In addition, all costs associated with preparation of the written proposal shall be borne by the proposer.

Evaluation: For all firms submitting a written proposal, XXXX will thoroughly read and evaluate the written proposal based on the criteria listed in the Contract Award section (see below). In addition, the XXXX will contact at least two prior clients of each ESCO from projects completed within the last 2 years and two prior clients from a time prior to that, to inquire about the performance of the firm and its retrofits in situations similar to those faced by the XXXX.

Following evaluation of all written submissions and all reference interviews, the XXXX will select no more than three (3) qualified ESCOs for further competition.

Oral Interview: Each of the selected firms will participate in a detailed oral interview to answer questions from the XXXX and to more fully discuss how their approach to this project satisfies the requirements set forth in this RFP. All persons with major responsibility for the project's technical design, management, and contract negotiation should be present at the oral interview.

A more complete description of the interview process and logistical information will be mailed to the three finalists by the XXXX no less than two (2) weeks prior to the interviews.

Selection of the ESCO and Development of the Energy Audit Agreement:

Based on the information provided in the written proposal and in the oral interview, the XXXX will select the best qualified firm to conduct a complete Energy Audit, (technical analysis of the facility) and to propose contract terms for implementing the work recommended in the Audit. These proposed contract terms shall include a complete set of proposed energy improvements, including itemized open book pricing, the timetable for completing engineering and construction work, a detailed description of services to be provided, specific financing terms and arrangements, and an estimate of energy and water savings, provisions for a savings guarantee, as well as special conditions offered by the company.

All exhibits should be included with full detail on guarantee terms, energy and dollar savings calculations, and maintenance and training provisions. An initial contract for the services of providing the technical analysis and proposed contract terms will be incorporated in the Energy Audit Agreement. (See Attachment E for copy of the proposed Energy Audit Agreement.)

If an acceptable Energy Audit Agreement cannot be reached within thirty (30) days from the date of ESCO selection, negotiations with the second- ranked ESCO may be initiated.

Development of the Energy Services Agreement Contract: At the completion of the Audit, the audit findings shall be presented to XXXX. The ESCO shall develop and propose an Energy Services Agreement (ESA) based on the information gathered through the Audit. The XXXX intends to negotiate a final contract, or ESA, for implementing these services, which must include a minimum savings guarantee.

If, after negotiating in good faith, an ESA acceptable to both parties can not be reached within sixty (60) days of the delivery of the final Audit, the XXXX may begin negotiating with the second-ranked ESCO, or re-let the RFP.

XXXX reserves the right to reject all bids.

If the XXXX decides not to enter into an ESA after the Audit has been accepted, the XXXX will pay for the Audit, subject to the provisions in the attached sample Energy Audit Agreement (Attachment E).

Selection Timetable: The ESCO selections process will follow the subsequent schedule:

Activity	Date
Issue RFP	March 1, 2014
Information Meeting/Scheduled Tour	March 22, 2014
Proposals Due, 2:00 p.m.	May 1, 2014
Proposals Reviewed/References Interviewed	May 19, 2014
Interview Information Mailed to Finalists	May 23, 2014
Interviews	Week of June 5, 2014
ESCO Recommended	June 15, 2014

XXXX Approval of Selected ESCO
Audit, and
ESA Negotiations Complete

June 22, 2014
September 20, 2014

Contract Award

ESCOs will be evaluated and ranked on the basis of their written proposals, oral interviews, and the responses and recommendation of previous clients according to the following criteria, which are not listed in any particular order:

1) *Project Management = 25 Points*

- Clear assignment of responsibility for various project tasks to specific individuals.
- Ability to manage construction, repairs, regular service, and emergencies effectively.
- Comprehensiveness of management, maintenance and monitoring services provided and the specific benefits to the XXXX of such services.
- Ability to complete all phases of the project on schedule and on budget
- Responsiveness to the specific goals identified in the RFP and technical appendices.
- Quality of communication skills of the ESCO's representatives at the oral interview.
- Ability to coordinate project construction with local utilities, subcontractors, equipment suppliers, XXXX personnel, and occupants of occupied buildings.
- Quality of provisions for training XXXX personnel and occupants.
- Ability to interface ESCO's project management with XXXX management.
- Ability to coordinate ESCO's improvement measures with possible XXXX capital contributions.

2) *Technical Approach = 20 Points*

- Understanding of the existing building conditions, structure, systems, operations, and schedules.
- Qualifications of the technical design personnel.
- The number of past retrofit projects completed by the person(s) responsible for this project's technical design which include technical measures like those expected to be included in this project.
- Quality of a sample technical analysis for a similar type of facility, which has been completed by the person(s) responsible for this project's technical design.
- Reliability of equipment performance in the ESCO's past retrofit projects.
- Documented energy savings of previous retrofit projects managed by the ESCO, complete with pre-consumption data, estimated consumption and dollar savings and actual, measured consumption and dollar savings.
- Comprehensiveness, clarity and merit of the technical approach to this project, based on improvements likely to be included and on the conceptual design creativity demonstrated during the oral interview.
- Typical baseline energy and water use calculation methodology.
- Approach to adapting centralized strategies, equipment, and maintenance practices in response to changes in utility rates, technology, and building conditions in order to enhance project performance.

3) Financial Approach = 30 Points

- Financial soundness and stability of the ESCO.
- Demonstrated ability to provide or arrange project financing.
- Sample Financing arrangement proposed for this project.
- Cost of the energy audit, as requested in Attachment A.
- Quality and clarity of the financial savings calculations, including the intended calculation methodology and the formula, if any, for dividing savings which exceed the guaranteed amount between the ESCO and XXXX.
- Reconciliation accounting methods for adjusting windfalls/shortfalls in project cash flow.
- Completeness and quality of most recent audited financial statement.
- Clarity of the sample project invoice.
- Terms of the guarantee of the project's financial performance.
- Quality of information on detailed cost/pricing of site-specific measures, as well as projected savings over the term of the project.

4) Legal Approach = 30 Points

- Knowledge of Virginia statutes governing energy performance contracts
- Quality of sample legal agreement.
- Contractual provisions to accommodate changes in building energy use (i.e. occupancy, schedule, etc.).
- Flexibility of legal agreement to accommodate the needs of the XXXX.
- The quality of provisions for early termination of the contract at the initiative of either party.

5) General Response to the RFP = 10 Points

- Quality and completeness of the RFP response in providing the requested information in the requested format.

These criteria will be applied and interpreted solely at the discretion of the XXXX. Proposals should include all necessary information that is pertinent to these evaluation criteria. Additional information required for proper assessment of proposals may be requested from ESCOs at the discretion of the XXXX.

The XXXX recognizes that it is premature to place a major emphasis on projected final benefits prior to the completion of a detailed engineering study and negotiation of the project structure. Therefore, the XXXX will place more emphasis on the qualifications of the submitting firms than on audit cost or initial estimated savings during the evaluation of these proposals. Selection for negotiations of the initial and final contract for the provision of the energy services described above will be made to the responsible proposer having the highest rank.

The XXXX reserves the right to reject any and all submissions, to waive minor irregularities in submissions received, and to accept any submissions deemed to be in the best interest of the XXXX.

Contract Specifics

Contract Duration: The contract for the provision of energy services shall not exceed twenty (20) years, or as modified by parties prior to contract execution.

Scope of Services: Under the terms of the Energy Audit Agreement, the selected ESCO will perform a detailed energy audit of the XXXX properties described in the Technical Appendix (Attachment D) within sixty (60) days after the execution of the initial contract. Based on the results of this audit, the firm will negotiate with XXXX a final measures package and will then resubmit to the XXXX, in final form, the ESCO's Approach to the Project, as outlined in Attachment A of this RFP. If the XXXX agrees to the terms of the firm's final proposal, such terms will be incorporated into an ESA and the ESCO will proceed to implement the recommended measures, following approval of the ESA. Following installation

and implementation of conservation measures, the ESCO will be responsible for maintaining, either through a maintenance contract or in cooperation with XXXX staff, and monitoring the measures to ensure optimal performance.

The XXXX reserves the right to make energy improvements to the work sites and to monitor the performance of the installations independently of the ESCO. Additionally, the XXXX is interested in integrating items from its planned construction work using reserve or grant monies, which may or may not contain energy savings opportunities, with ESCO-initiated energy conservation work. It, therefore, requests that proposers be prepared to discuss how they would approach such integration of work items, consistent with applicable Virginia statutes.

Renegotiation: The XXXX reserves the right to renegotiate an awarded contract if changes in the regulatory or utility climates or in the XXXX's use of energy warrant it and/or to permit the addition of sites to the contract.

Necessary Contract Provisions: At a minimum, the following technical requirements and contract provisions must be included in the final ESA negotiated between the XXXX and the selected ESCO:

Technical Requirements

- The selected ESCO's proposed contract terms must include the performance and presentation of a detailed technical Energy Audit of quality acceptable to the XXXX. If the XXXX decides not to enter into an ESA for retrofit services from this ESCO after the Audit has been accepted, the XXXX agrees to pay the cost of the Audit as stated in the submitted proposal, subject to the terms of the attached sample Energy Audit Agreement, provided that all proposed contract terms offered by the ESCO meet the conditions set forth in this RFP.
- Specific standards of comfort will be defined via negotiation in the ESA and will be maintained by the ESCO throughout the life of the

contract. Failure to maintain specified climate and lighting conditions will constitute a default.

- A registered professional engineer, retained by the ESCO, must, at a minimum, review and approve all design work done under the final contract. All work must meet all current local and state Building and Energy Codes.
- All work must be performed by licensed contractors.
- The selected firm must hold appropriate accreditation, certification and licensing standards to perform work in zzzz.
- The XXXX requires a minimum guaranteed savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the XXXX the amount of the shortfall necessary to pay for annual project financing and all related contract obligations. This shortfall re-sets every year and will not be re-paid to the ESCO if subsequent years' savings are greater than the projected savings.
- 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 XXXX personnel and occupants.
- No equipment shall be installed which would necessitate the XXXX hiring additional personnel unless contract negotiations produce an explicit exemption from this provision for a specific installation. Any additional maintenance should be outlined in the proposal and audit. No product with less than 1 year in-service field history shall be proposed. The ESCO shall provide a list of manufacturer, service requirements, parts numbers, suppliers and costs for all maintenance items during the audit phase.
- All equipment installed which is comparable to similar equipment at other XXXX sites shall be of the same manufacturer for standardization of equipment agency-wide.
- The ESCO must provide mylar, 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 XXXX within thirty

(30) days of the completion of installation. Moreover, if these drawings are produced on a computer, the ESCO will also provide to the XXXX disk copies of said drawings and one licensed copy of the version of the program used to produce them.

- At least three (3) maintenance manuals, in a form to be negotiated as part of the ESA, will be provided for all equipment replacements and/or upgrades at each location. Manuals are subject to the approval of the XXXX.
- At least three (3) copies of record product data will be provided to the XXXX for each location.

Contract Provisions

- The contents of the initial written statement of qualifications submitted in response to this RFP become part of the ESA.
- The XXXX retains final approval over the scope of work and all end-use conditions.
- The XXXX retains the right to approve any ESCO-selected subcontractor prior to its commencement of work on this project. ESCO shall not award any work to any subcontractor without prior written approval of XXXX. ESCO shall submit to XXXX a written statement concerning the proposed award to the subcontractor, which shall contain such information as XXXX may require.
- The XXXX shall participate in the competitive bidding and selection of all construction contractors. Construction bids will be reviewed with XXXX and contractor selection will be jointly determined between the ESCO and XXXX. XXXX shall approve 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's 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.
- The ESCO shall be fully responsible to XXXX 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 in any Contract or Agreement shall create any contractual relation between any subcontractor and XXXX.
- The XXXX retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on or off-site meetings of the ESCO and/or its subcontractors.
- All work completed under this contract must be in compliance with all applicable federal, state, and local laws, rules, and regulations, including waste disposal laws and regulations; in accordance with sound engineering and safety practices; and in compliance with all reasonable XXXX rules relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.
- The ESCO must provide a final schedule of project milestones including equipment servicing and preventive maintenance provisions, which will become part of the ESA. A similar schedule of milestones must be provided for the initial contract. In the event any milestone or equipment servicing provision is not met as scheduled without prior approval from the XXXX, the XXXX reserves the right to consider it a default and withdraw from all contractual obligations without penalty.
- Prior to the commencement of work, the ESCO must provide evidence of insurance for the Audit, construction and operations phases of the project. This shall include:
 - ⇒ The ESCO and all subcontractors shall maintain throughout the term of the contract Comprehensive General Liability Insurance in the amount of one million dollars (\$1,000,000) with an A-rated company recognized in the Commonwealth of Virginia, and the XXXX shall be named as an additional insured party on all policies, evidenced by a rider to the policy. This coverage will indemnify the XXXX against all claims and demands for injury or death of persons or damage to property which may be claimed to have occurred upon, or as a result of, the negligence of the ESCO and/or its subcontractors' employees, agents, licensees, or invitees, in the performance of the contract.
 - ⇒ The ESCO shall maintain throughout the term of the contracts Errors and Omissions Insurance in the amount of two million dollars

(\$2,000,000) with an A-rated company recognized in the Commonwealth of Virginia.

- ⇒ The ESCO and all subcontractors shall maintain throughout the term of the contracts Worker's Compensation Insurance, in accordance with state law, for all employees under contract.
- ⇒ The ESCO and all subcontractors will maintain throughout the life of the contracts Automobile Liability Insurance on all owned, non-owned, and hired vehicles used in connection with the project. This coverage will be carried through an A-rated company recognized in the Commonwealth of Virginia, and will have a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence.
- The ESCO will provide to the XXXX assurance of completion in the form of separate performance and labor and material payment bonds, each in the sum of 100 percent of all subcontracts.
- The XXXX will have access and right to inspect, test, and approve the work conducted in the buildings during construction and operations.
- The XXXX shall have right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of these Agreements. Records will be kept in a generally recognized accounting basis, and calculations will be kept on file in legible form and retained for three years after the close-out.
- The ESCO will fully disclose all costs, including the costs of subcontractors, vendors, and materials.
- All drawings, reports, and materials prepared by the ESCO specifically in performance of this contract shall become the property of the XXXX and will be delivered to them as needed or upon completion of construction.
- Upon completion of the final contract, the ESCO shall provide to the XXXX a single comprehensive schedule of necessary preventive maintenance for all installations for the five (5) years following contract close-out.

- The ESA must contain a mutually agreeable clause whereby unanticipated changes in occupancy and use can be accommodated in a fair manner for both parties.
- At the time of ESA expiration, the XXXX will have the option to either renegotiate any service, maintenance, monitoring or other contracts or terminate them without penalty.
- The ESA must permit the XXXX to prepay the contractor, in part or in whole, without penalty.
- The contract will also include all clauses required by federal, state and local statutes, executive orders, and their implementing regulations. This shall include, but is not limited to the following:
 - ⇒ Termination for Convenience
 - 1. Termination for Default
 - ⇒ Drug Free Workplace Act
 - ⇒ Equal Employment Opportunity
 - ⇒ Anti-Kickback Act
 - ⇒ Davis-Bacon Act
 - ⇒ Patent Rights
 - ⇒ Rights in Data
 - ⇒ Clean Air and Water Acts
 - ⇒ Water-Energy Efficiency Standards
 - ⇒ Bid Protests & Contract Claims
 - ⇒ Value Engineering
 - ⇒ **Labor Laws**

The selected ESCO shall obey and abide by all the laws and regulations of the Commonwealth of Virginia relating to 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.

Attachments

To aid ESCOs in their response to this RFP, the following items are included in this proposal package:

Attachment A	Required Documentation
Attachment B	Documentation Checklist
Attachment C	ESCO Profile Form
Attachment D	Technical Appendix
Attachment E	Sample Energy Audit Agreement
Attachment F	Instructions to Offerors
Attachment G	Representations and Certifications
Attachment H	General Conditions
Attachment I-K	Other Attachments

Attachments

**Xxxx Request for Proposals
Energy Management Services**

Attachment A Required Documentation

One original and five (5) copies of all documentation, except the sample technical audit, must be submitted in response to this RFP. Please submit only three (3) copies of the sample audit, under separate cover. In the main proposal document, Attachment B must immediately follow the cover, and Attachment C and its attached pages must immediately follow Attachment B. Other required information and documents are as follows:

I General Information

- **Attachment C.** Please complete and return the included ESCO Profile form.
- **Business Licenses.** Please attach copies of all business licenses and required certifications in order to conduct energy and water-related business in the State of Illinois.
- **Affirmative Action Plan.** Please attach a plan for compliance with Section 3 and MBE/WBE regulations.

II Personnel Information

- **Resumes.** Please attach the resumes of the principal individuals who will be directly responsible for this project. Indicate the specific qualifications of each individual and the role(s) they will play for the duration of the contract. Clearly identify who will have the primary responsibility of the technical analysis and design of the project.
- **Personnel Experience.** Please give the number of years of design and construction experience for each of the individuals with primary responsibility for this project, including their supervisory responsibilities and a list of all projects each has been associated with during the past five (5) years, including type and dollar value of each project.
- **Legal Counsel.** Please identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiations.
- **Subcontractors.** 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 limited to:
 - i.) Architectural/Engineering firm that will be responsible for project design.
 - ii.) Energy auditing firm
 - iii.) Construction manager.

III Financial References

- **Financial Report.** Please attach the most recent copy of your audited financial statement.
- **Statement of Financial Conditions.** Please attach the most recent year-ending Statement of Financial Conditions, including balance sheet and income statement, dated within the past twelve (12) months.
- **Accounting Firm Information.** If these financial documents were not produced in-house, please indicate the name, address, and telephone number of the firm(s) which prepared these financial statements.

IV Project Information

- **Proposal List.** Please list all energy services proposals submitted by your firm in response to publicly advertised RFPs during the past five (5) years. Please include the name of the project, its location, its owner, and the name and telephone number of the owner's representatives with whom you worked.
- **Project List.** List all contracts to provide energy services entered into by your firm during the past five (5) years. Please include the name of the project, its location, its owner, the name, telephone number and e-mail address of the owner's representatives with whom you worked, and the current status of each project. Place an asterisk by those projects with buildings similar to the buildings described in the Technical Appendix.
- **Project Histories.** Please briefly describe the past three energy performance contracts for related projects your firm has managed. Please be sure to include the following information for each project: Name, location, owner, dollar value of installations, source of funds, type of contract (i.e. shared-savings, guaranteed savings, etc.), the name(s) of primary design personnel, the start and end dates, and the names and telephone numbers of the owner's representatives with whom you worked. You may also add comments as you feel necessary. In addition, please provide information on the anticipated and actual savings in energy consumption during each project, including the projected annual savings, the guaranteed savings, and the achieved consumption and dollar savings for each of the first five (5) years of the project. These savings should be

computed by comparing measured pre-retrofit consumption data to measured post-retrofit consumption data, and these computations should be shown. Please list the savings in fuel units, such as gallons, KWH, or therms, as well as dollars. Please indicate if any floor, ceiling or contract rates were used when calculating the dollar savings.

- **Approach to Project.** Please completely address each of the following topics with regard to this project. Reference each of the categories, in turn.

1 General

- ☞ **Project Summary** (not to exceed five (5) pages). Summarize the scope of services (design, financial, operations, maintenance, and training) your firm would offer for this project. Please include a brief description of your firm's approach to management and of the specific benefits your organization can offer the XXXX.
- ☞ **Training Provisions**. Describe your firm's capabilities and experience in providing technical training for the client's facility personnel and occupants and a description of the services you believe would be provided to XXXX as part of this project.
- ☞ **Design and Monitoring**. Describe your firm's approach to the technical design of this project and your provisions for commissioning and for on-going monitoring of this project's performance. Discuss M&V techniques utilized by your firm to establish and report on guaranteed savings.
- ☞ **Cost of Audit**. Please estimate the total cost of the energy audit.
- ☞ **Calculation Methodology**. Describe in detail the methodology you normally use to compute baseline energy use. Provide, as an attachment, a sample computation from a previous project done by your firm, with full documentation of methods, assumptions and input data.
- ☞ **Adjustments to Baseline Methodology**. Describe the method(s) used by your firm to adjust the baseline energy use, due to conditions such as weather and facility-use changes.

- ⑥ **Energy Savings Calculations.** Please list all the procedures, formulas, and methodologies, including special metering or equipment, your firm will use to determine the amount of energy consumption reduction at the XXXX facilities.
- ⑥ **Dollar Savings Calculation.** Describe the procedure used by your firm to assign a dollar value to the energy savings indicated above.
- ⑥ **Vendor Fee Calculation.** Please describe the methods used to calculate your firm's fees. Outline whether there are any provisions for fees owed as a function of the project's energy performance.
- ⑥ **Savings Guarantee Calculation.** Describe the methods used by your firm for measuring the project's performance, and how the guarantee provisions work in the event the project results vary from the projections. XXXX requires the use of an annualized guarantee.
- ⑥ **Billing and Invoices.** Please describe your organization's standard billing procedure and attach a sample invoice.
- ⑥ **Provisions of Financing.** Briefly describe your standard method of financing projects, as well as any "creative" or "innovative" financing arrangements provided by your firm for past retrofit projects.
- ⑥ **Equipment Ownership and Service Responsibility.** Please explain the ownership status of equipment service responsibilities during the contract period and at contract expiration where applicable.
- ⑥ **Sample Contract:** Attach a sample contract offered by your firm.
- ⑥

2 Site Specific

Technical Site Analysis. Based on your preliminary assessment of the information provided by the XXXX, please describe any building shell or equipment modifications, installations, or replacements at the facility that your firm would consider installing as part of this project. Include project milestones and timelines. Break out cost estimates in detail by item.

- ⑥ **Operation and Maintenance.** Please describe any major changes in the operation or maintenance of XXXX facilities that your company foresees, based on the information provided.

- ⑥ **Project Financing.** Describe your firm's preferred approach to

providing or arranging financing for this project, and please note any special conditions associated with this method.

☉ **Sample Audit.** Under separate cover, please provide to the XXXX three (3) copies of a sample audit conducted by your firm for a project similar to this one. This audit must include detailed energy and economic calculations, and, like the rest of the proposal package, will not be returned.

☉ **Pricing and Savings.** Each individual improvement proposed should be accompanied by detailed pricing/cost information and an estimate of the savings produced over the term of the program. Savings shall be illustrated by showing the information in the following format: (pre-construction consumption minus post-construction consumption), multiplied by the rate to be used to establish the dollar value of the consumption savings.

Attachment B Documentation Checklist

All items included in this proposal package must be checked off below, and this form must be included at the beginning of the proposal package and signed by the representative of the submitting firm. All supporting documentation must be included in the proposal package **in the order listed below**.

- _____ Attachment B - Documentation Checklist
- _____ Attachment C - ESCO Profile Form
- _____ Business Licenses and Certifications
- _____ Affirmative Action Plan
- _____ Resumes
- _____ Personnel Experience Information
- _____ Legal Counsel Information
- _____ Financial Report
- _____ Statement of Financial Conditions
- _____ Accounting Firm Information
- _____ Proposal List
- _____ Project List
- _____ Project Histories
- _____ Approach to Project
- _____ Energy Baseline Sample documentation
- _____ Sample Audit (Three (3) copies under separate cover)
- _____ Certifications and Representations –
- _____ Certification Regarding Debarment and Suspension
- _____ Form of Non-Collusive Affidavit
- _____ Certification of Drug-Free Workplace

I have verified that the above documents have been included in this proposal document and I certify that they have been completed fully and truthfully to the best of my knowledge and belief. I understand that failure to provide necessary documentation or any deliberate attempt to mislead the representatives of the Xxxx may result in the disqualification of my firm from competition to provide energy services to xxxx.

ESCO Representative Signature

Date

ESCO Representative Name

Title

Attachment C
ESCO Profile Form

NOTE: All questions must be answered completely and truthfully by the submitting firm for this qualifying form to be properly completed. Failure by the proposer to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead the XXXX, may be used as grounds to find the proposing ESCO ineligible. If any question does not apply to your firm, please indicate that fact with the symbol "N/A." If you require additional space in which to answer any question, please attach 8 ½ X 11" sheets clearly labeled with the name of your firm and number of the question to which the sheet refers.

1. Firm _____ Name _____

Address _____

City _____ State _____

County _____ Zip Code _____

2. Names of two contact persons:

1) _____ Phone _____

2) _____ Phone _____

3. Date Prepared _____

4. Submission is for Parent Company Division
 Subsidiary Branch Office

Please list any Division or Branch Offices which are to be included in the Prequalification Rating. Attach a separate sheet if more than one.

Firm _____ Name _____

Address

City	_____	State	_____
County	_____	Zip Code	_____

5. Type of firm Corporation Partnership
 Sole Ownership Joint Venture

6. Federal Employer Identification Number _____

7. Year firm was established

8. Please indicate the name and address of the parent company, if applicable:

Firm _____ Name _____

Address

City _____ State _____

County _____ Zip Code _____

9. Please indicate all former names of this organization, if applicable, and the length of time it was known by each.

-

-

-

10. How long has the firm been in business under its current name? _____ years

11. Is this firm a recognized Minority Business Enterprise? Yes
No If yes, please indicate the appropriate category:

American Indian Female Owned Black
 Spanish Surname Asian American Other _____

(Please Describe)

12. How long has this firm been providing energy-related services?_____years

13. Please fill in the Index Number which describes the annual value of your firm's energy related service contracts for each of the following years.

Year	Index Number	Index Number	Range of Values
2012	_____	1	Less than \$100,000
2011	_____	2	\$100,000 - \$250,000
2010	_____	3	\$250,000 - \$500,000
2009	_____	4	\$500,000 - \$1 million
2008	_____	5	\$1 million - \$5 million
2007	_____	6	\$5 million or greater

14. Please identify all states in which this firm is legally qualified to do business.

—

—

—

15. Please identify your surety company, including their name, address and phone number, and indicate the current line of bonding credit that the company has extended your firm.

—

—

—

16. Has your firm been involved in a construction related lawsuit (other than labor or personal litigation) during the past five (5) years? Yes No
 If yes, please attach an additional sheet immediately following this Attachment which explains in detail the nature of the claim, the circumstances, the amount in dispute, the date the suit was filed, and the outcome of the case (or the current status, if still ongoing).

17. Has your firm been involved in any construction arbitration demands during the past five (5) years? Yes No

If yes please attach an additional sheet immediately following this Attachment which identifies the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.

18. Has your firm been involved in any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or a similar state or federal agency during the past five (5) years regarding your firm's safety practices? Yes No
 If yes, please attach an additional sheet immediately following this attachment which identifies the nature of the claim and the ultimate resolution of the proceeding.
19. Has your firm been involved in any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health Administration or a similar state or federal agency during the past five (5) years regarding the safety of one of your firm's projects? Yes No
 If yes, please attach an additional sheet immediately following this Attachment which identifies the nature of the claim and the ultimate resolution of the proceeding.
20. Has your firm, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? Yes No
 If yes, please attach an additional sheet immediately following this Attachment which explains in detail the circumstances, the date the protection order was filed, and the resolution of the case (or the current status, if still ongoing).

I hereby certify that all questions in Attachment C have been answered truthfully and completely to the best of my knowledge and belief. I understand that failure to answer any question, in whole or in part, or any deliberate attempt to mislead the representatives of the Xxxx in answering any question on this attachment may result in disqualification of my firm from competition for provision of energy services to XXXX.

 ESCO Representative Signature

 Date

 ESCO Representative Name

 Title

Attachment D

Technical Appendix

Building Profiles and Energy Consumption Data

XXXX PROPERTY PROFILE: Example

Office: Offsite. (SAMPLE)

Community/Resource Center: 503 E. Columbia Avenue #2 (1bedroom).

Physical Features: 2 Buildings with 16 Units (8 Units per Building), Brick and Wood Frame 1-Story Structures on .601Acres.

Acquisition/Construction Date: 08/02/1961

Date of Full Availability (DOFA): 10/01/1962

End of Initial Operating Period Date (EIOP): 12/01/1963

XXXX pays utilities for unit #2 (community center), common laundry facilities, security lighting, and all water. Units have double pane vinyl windows, standing pilot gas water heaters and stoves, forced air natural gas Lennox pulse furnaces and added wall and attic insulation. Previous energy audit suggested replacement of incandescent lighting, insulation (done) and water saving toilets.

ENERGY CONSERVATION MEASURES

At a minimum the ESCO should analyze the following items for possible integration into the project using savings from ECMs with short term paybacks to finance these or other items with longer payback periods.

- Boiler replacement at the Administration building
- Reconfiguration of HVAC systems and controls at the Administration Building to improve comfort and efficiency
- Unit fin tube zone valve replacement at Washington Square
- Re-configuration of fin tube baseboard system at Washington Square for improved energy usage and resident comfort.
- Reconfiguration of DHW heating and storage at Oscar Steer Place for improved energy usage
- Installation of unit zone valves and thermostats at Skelton Place for improved energy usage and resident comfort
- Increase exterior common area lighting while maintaining a savings through use of more efficient lighting fixtures (coordination with use of Capital Funds may be necessary here)
- Achieving savings through replacement of lighting and HVAC equipment at sites where those utilities are paid by the occupants allowing a reduction in utility allowances paid by XXXX
- Kitchen appliance replacement with more energy efficient units
- Replacement of aging HVAC equipment for high rise common areas with newer more efficient units

Attachment E
Sample Energy Audit Agreement

(Under Separate Cover)

Attachment G
Certifications and Representations

Attachment H
General Contract Conditions –

Attachment I
Certification Regarding
Debarment and Suspension

*Attachment J Non-
Collusive Form*

The Xxxx of XXXX County NON-COLLUSIVE AFFIDAVIT

State of Virginia
County of XXXX

_____, being first duly sworn, deposed and says:

that they are (a partner or officer) of the firm of _____,
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or
sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any
bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or
indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the
bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said price, or of
that of any other bidder, or to secure any advantage against the Xxxx or any person interested in the
proposed contract; and that all statement in said proposal or bid are true.

Signature of:

_____ (Individual Owner;)

_____ (Partnership;)

_____ (Officer of Corporation)

Subscribed and sworn to before me this _____ day of

_____, 20_____.

Notary Public Signature

My commission expires _____, 20_____.