



Georgia Environmental Finance Authority

REQUEST FOR QUALIFICATIONS (RFQ)

For

**Monitoring for State Energy Program and Energy Efficiency and Conservation Block Grant ARRA
Subrecipients**

RFQ Number: 928-E-RFQC-000002

For all questions about this RFQ,
please contact the Issuing Officer
identified in Section 1.4

RELEASED ON:

December 13, 2010

DUE ON:

January 14, 2011

1. Introduction

1.1. Purpose of Procurement

Pursuant to O.C.G.A. § 50-22-1 et seq., this Request for Qualifications (“RFQ”) is being issued to establish one contract with one or more qualified Offeror who will perform contract monitoring for Georgia Environmental Finance Authority (GEFA) (hereinafter, “the State Entity”) as further described in this RFQ. The issuance of this RFQ constitutes public notice of proposed project as required under O.C.G.A. § 50-22-3.

GEFA is a state agency that administers a wide variety of programs that provide financial assistance and other support services to improve Georgia’s environment. GEFA’s program focus areas are water, wastewater, solid waste, land conservation, energy efficiency and fuel storage tanks for local governments, other state agencies and non-profit organizations. GEFA’s mission is to provide energy, land, and water resources resulting in an improved quality of life for today and future generations. Additional information on the agency and its programs is available at <http://www.gefa.org>.

GEFA is the direct recipient and administrative entity for the U.S. Department of Energy (DOE) ARRA State Energy Program (SEP) and Energy Efficiency Conservation Block Grant (EECBG) funds, as well as other ARRA funds. Funding for this RFQ is provided by the ARRA SEP and EECBG programs; for more information on these programs please visit: <http://www.naseo.org/arra/index.html>.

The purpose of this RFQ is to select a contractor (Contract Monitor) to cost-effectively plan, design, and provide contractual and technical monitoring services along with energy savings evaluation of GEFA’s SEP & EECBG program and its subrecipients.

Proper stewardship surrounding the administration, reporting, accounting and transparency of ARRA funds is essential in GEFA’s administration of the ARRA SEP and EECBG Program. Therefore, GEFA and its respective agents (Contract Monitor) will monitor a sample of subrecipients to verify compliance with contract agreements and ARRA reporting requirements.

The selected contract monitor will be required to follow any monitoring and evaluation guidelines put forth by GEFA and DOE for ARRA-funded programs.

1.2. Overview of the RFQ Process

The objective of the RFQ is to select one or more qualified Offerors (as defined by Section 1.1 “Purpose of Procurement”) to provide the goods and/or services outlined in this RFQ to the State Entity. This RFQ process will be conducted to gather and evaluate responses from Offerors for potential award. All qualified Offerors are invited to participate by submitting responses, as further defined below. The Evaluation Team will evaluate all RFQ responses and will make a preliminary selection of not less than three (3) nor more than five (5) most highly qualified Offerors. The Evaluation Team will invite the three to five most highly qualified Offerors to make Oral Presentations. After the Oral Presentations, the Evaluation Team will rank in order the three to five most highly qualified Offerors and initiate contract negotiations according to the established ranking. If the State Entity is unable to negotiate a satisfactory contract with the Offeror considered to be most highly qualified, the State Entity will formally terminate negotiations and undertake negotiations with the next most highly qualified Offeror. The State Entity will continue in this manner until it is able to negotiate a satisfactory contract with one of the highly qualified Offerors. After the conclusion of the

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negotiation of a satisfactory contract, the State Entity will issue a Notice of Award. If the State Entity is unable to negotiate a satisfactory contract with the selected highly qualified Offerors, the State Entity will avail itself of options described in O.C.G.A. § 50-22-6(c).

NOTE TO OFFERORS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s)”. Please refer to Section 1.1 “Purpose of Procurement” and Section 5.7 “Negotiations and Notice of Award” for information concerning whether the State Entity will make one award, multiple or split awards, or reserves the right to make either depending on the proposals received.

1.3. Schedule of Events

The schedule of events set out herein represents the State Entity’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFQ will be publicly posted prior to the closing date of this RFQ. After the close of the RFQ, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFQ	As Published on the Georgia Procurement Registry (“GPR”)	See GPR
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.4.	December 17, 2010	4:30 p.m. EDT
Responses to Written Questions	December 21, 2010	4:30 p.m. EDT
Proposals Due/Close Date and Time	January 14, 2011	4:30 p.m. EDT
Initial Proposal Evaluation and Preliminary Selection of 3-5 Most Highly Qualified Offerors Completed (on or about)	Week of January 17, 2011 (1-2 Weeks After Closing)	N/A
Oral Presentation Invitation Issued via Email (on or about); discretionary process	Week of January 24, 2011 (1-2 Weeks After Closing)	TBD
Oral Presentation(s) with Identified Offeror(s) (on or about); discretionary process	Week of January 31, 2011 (2-3 Weeks After Closing)	TBD
Post-Oral Presentation Proposal Evaluation and Final Ranking of Most Highly Qualified Offerors Completed (on or about)	Week of January 31, 2011 (2-3 Weeks After Closing)	N/A
Negotiations with Most Highly Qualified Offerors Begins (on or about)	Week of February 7, 2011 (4 Weeks After Closing)	TBD
Notice of Award (on or about)	Week of February 14, 2011 (5-6 Weeks After Closing)	N/A

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1.4. Official Issuing Officer (Buyer)

Jennifer Wilson
Georgia Environmental Finance Authority
233 Peachtree Street, NE
Harris Tower, Suite 900
Atlanta, GA 30303
(404) 584-1077
jwilson@gefa.ga.gov

1.5. Definition of Terms

Any special terms or words which are not identified in this State Entity RFQ Document may be identified separately in one or more attachments to the RFQ.

1.6. Contract Term

The initial term of the contract(s) shall be from the date of award until June 30, 2012. The State Entity may, with the written consent of the Awarded Offeror(s), extend the contract(s) for such period of time as may be necessary to permit the State Entity's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this RFQ states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

Furthermore, the contract may be terminated for convenience or for cause at any time throughout the contract period.

2. Instructions to Offerors

By submitting a response to the RFQ, the Offeror is acknowledging that the Offeror:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Restrictions on Communicating with Staff

From the issue date of this RFQ until the final award is announced, Offerors are not allowed to communicate for any reason with any State staff concerning this RFQ or procurement process except through the Issuing Officer named herein, or during the Offerors' conference (if any), or as defined in this RFQ or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The State Entity reserves the right to reject the proposal of any Offeror violating this provision.

2.1.2. State's Right to Request Additional Information - Offeror Responsibility

Prior to an award, the State Entity must be assured that the selected Offeror has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State Entity, financial

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resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the Offeror's ability to perform, if awarded, the State Entity has the option of requesting from the Offeror any information deemed necessary to determine the Offeror's responsibility. If such information is required, the Offeror will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.3. Failing to Comply with Submission Instructions

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFQ will not be considered. Proposals must be complete in all respects, as required in each section of this RFQ.

2.1.4. Rejection of Proposals; State's Right to Waive Immaterial Deviation

The State Entity reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State Entity to reject proposals **that do not contain all elements and information requested in this RFQ**. A proposal will be rejected if the proposal contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFQ requirements, which determination will be made by the State Entity on a case-by-case basis.

2.1.5. State's Right to Amend and/or Cancel the RFQ

The State Entity reserves the right to amend this RFQ prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda to the Georgia Procurement Registry. EACH OFFEROR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE OFFEROR'S RESPONSE. ALL OFFERORS ARE ENCOURAGED TO FREQUENTLY CHECK THE GPR FOR ADDITIONAL INFORMATION. Finally, the State Entity reserves the right to cancel this RFQ at any time.

2.1.6. Costs for Preparing Proposals

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the proposal and participating in the procurement process is the sole responsibility of the Offeror. The State will not provide reimbursement for such costs.

2.1.7. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending meeting related to this procurement. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.8. Public Access to Procurement Records

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PLEASE NOTE: Even though information (financial or other information) submitted by an Offeror may be marked as "confidential", "proprietary", etc., the State Entity will make its own determination regarding what information may or may not be withheld from disclosure. The State Entity does not guarantee the confidentiality of Offeror's information.

2.2. Submittal Instructions

Listed below are key action items related to this RFQ. The Schedule of Events in Section 1.3 identifies the dates and time for these key action items. This portion of the RFQ provides instructions regarding the process for reviewing the RFQ, preparing a response to the RFQ and submitting a response to the RFQ.

2.2.1. RFQ Released

The release of this RFQ is formally communicated through the posting of this RFQ on the Georgia Procurement Registry, which is accessible online as follows:

http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

2.2.2. RFQ Review

The RFQ consists of the following:

1. This document, entitled "The State Entity RFQ Document", and
2. Any and all documents provided by the State Entity as attachments or addenda to the RFQ or links contained within the RFQ or its attached documents.

Please carefully review all information contained in the RFQ, including all documents available as attachments or addenda or available through links. Any difficulty accessing the RFQ or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.4).

2.2.3. Submitting Questions

All questions concerning this RFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.4. No questions other than written will be accepted. No response other than written will be binding upon the State. All Offerors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Offerors are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFQ must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the RFQ*

Question #2 Question, *Citation of relevant section of the RFQ*

All vendor questions and the corresponding answers will be posted to the Georgia Procurement Registry as an official addendum to this RFQ.

2.2.4 Preparing a Response

When preparing a response, the Offeror must consider the following instructions:

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1. The Offeror must ensure its response is accurate and readily understandable.
2. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. All information presented in response to this RFQ must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Response to the RFQ.
3. **The Offeror must label its response using the corresponding section numbers of the Statement of Qualifications Requirements, so that the State Entity can easily organize and navigate the Offeror's response.**

2.2.5 Packaging the Response

The Offeror's proposal, in response to this RFQ, must include:

- Proposal Certification (Appendix A);
- Mandatory Response Worksheet (Appendix C)
- Statement of Qualifications (Requirements Outlined in Appendix D);
- Including one-page resumes of all principal project team members (see Appendix D); and
- Contract Exceptions (if any). See Section 6.

2.2.6 "Hard Copy" and Electronic Copies Required

Offeror must provide the following number of copies:

1. Proposal:
 - 8 hard copies, with one (1) marked "Original" with original signatures; and
 - 1 CD-ROM copies.

In the event of a discrepancy/conflict between a hard copy and a CD version, the hard copy version will govern.

2.2.7 Electronic Copies

1. The Offeror must use caution in creating electronic files. If the State Entity is unable to open an electronic file due to a virus or because the file has become corrupted, the Offeror's proposal may be considered incomplete and disqualified from further consideration.
2. The Offeror must use commonly accepted software programs to create electronic files. The State Entity has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad (.doc), Microsoft Excel (.xls), portable document format file (.pdf), plain text files with the file extension noted in parentheses (.txt), and hypertext markup language files with the file extension noted in parentheses (.html). Unless the RFQ specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the State Entity is unable to open an electronic file because the State Entity does not have ready access to the software utilized by the Offeror, the Offeror's proposal may be considered incomplete and disqualified from further consideration.

2.2.8 Submitting the Response

Mark the outside of shipping package as follows:

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Name of Offeror's Company
Point of Contact for Company and Phone Number
RFQ# 928-E-RFQC-0000002

The Offeror's complete proposal must be received on or before the due date and time at the following location:

Attn: Jennifer Wilson
Georgia Environmental Finance Authority
233 Peachtree Street, NE
Harris Tower, Suite 900
Atlanta, GA 30303

All proposals will be time stamped by the State Entity upon receipt. Proposals received after the due date and time will not be evaluated.

3. Offeror Information

This section requests basic information concerning the Offeror and may establish certain minimum insurance, bonding, and/or other requirements the Offeror must meet to be considered eligible for award. Please read each section carefully.

3.1 Company Information

The Offeror will provide the company name, company address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the Proposal.

3.2 Georgia Based Business/Reciprocal Preference Law O.C.G.A. § 50-5-60(b)

For the purposes of evaluation only, Offerors resident in the State of Georgia will be granted the same preference over Offerors resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Offerors resident therein over Offerors resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Offeror is an Offeror who is domiciled in the State of Georgia. Please identify the State in which your company is domiciled.

3.3 Small and/or Minority Business

It is the policy of the State of Georgia that small and/or minority business enterprises shall have a fair and equal opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all small and minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any state contract to small and minority business enterprises. Offerors interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated Section 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Vendor Relations Administrator:

Vendor Relations Administrator
Department of Administrative Services
200 Piedmont Avenue, S.E.
Suite 1308, West Tower
Atlanta, Georgia 30334-9010

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Telephone: (404) 657-6000

Fax: (404) 657-8444

3.4 **Standard Insurance Requirements**

MANDATORY: The Offeror's response must include the Offeror's affirmation to meet the following requirements. Failure to agree to meet the requirements identified below will result in rejection of the Offeror's proposal.

Insurance Coverage:

If awarded a contract, the Offeror shall procure and maintain insurance which shall protect the Offeror and the State Entity (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this RFQ throughout the duration of the contract. The Offeror shall procure and maintain the insurance policies described below at the Offeror's own expense and shall furnish to the State Entity an insurance certificate listing the State Entity as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Offeror includes contractual liability coverage applicable to this contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

Offeror is required to maintain the following insurance coverage's during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of
- 2) Workers Compensation Coverage with the following minimum coverage:
 - Bodily injury by accident--per employee \$100,000;
 - Bodily injury by disease--per employee \$100,000;
 - Policy limits \$500,000.
- 3) Commercial General Liability Policy with the following minimum coverage:
 - General Aggregate including
 - Products and Completed Operations-- \$1,000,000;
 - Each Occurrence-- \$1,000,000;
 - Aggregate Limit-- \$3,000,000.
- 4) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies

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licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the selected Offeror must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference this RFQ by number or contract number. Offeror's proposal must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.5. Proposal Certification

MANDATORY: The Offeror must complete and attach a signed copy of the Proposal Certification to the Response. The Proposal Certification form is included as Appendix A of this RFQ. DO NOT MODIFY OR ALTER THE PROPOSAL CERTIFICATION IN ANY WAY. Failure to attach a signed copy of the Proposal Certification will result in rejection of the Offeror's proposal.

3.6. Interest of Contract

The Offeror covenants that the Offeror presently has no interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Offeror's services hereunder. The Offeror further covenants that, in the performance of this contract, no person having any such interest will be employed by the Offeror for the purposes of this project.

3.7. Covenant Against Contingent Fees

The Offeror and its subcontractors will comply with all relevant federal, state, and local laws. Further, the Offeror and its subcontractors warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Offeror, to solicit or secure this Contract, and that it has not paid or agreed to pay any person other than a bona fide employee working solely for the Offeror, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, GEFA will have the right to annul this Contract without liability or, at its discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.8. Compliance with Applicable Law

The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

It is further certified that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

It is further agreed that the Offeror will comply and will require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 C.F.R. 710.405(b).

4. RFQ Technical Proposal Requirements

Section 2.2.5 of this RFQ lists all required elements of a proposal in response to the RFQ. This section provides detail concerning the Mandatory Response Worksheet and the Statement of Qualifications components. These two components, taken together, will constitute the Offeror's Technical Proposal.

The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State Entity will not tailor these needs to fit a particular solution Offerors may have available; rather, the Offerors shall propose to meet the State Entity's needs as defined in this RFQ. All claims shall be subject to demonstration. Offerors are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

4.1. Technical Proposal Introduction

As described above, the purpose of this procurement is to solicit for a contractor or contractors to perform contractual and technical monitoring as well as perform energy savings evaluations for SEP & EECBG ARRA subrecipients. That scope of services appears in Appendix B to this RFQ. All Proposal submissions will be evaluated with respect to this scope of services attachment.

All of the items described in this section are service levels and/or terms and conditions that the State Entity expects to be satisfied by the selected Offeror. Each Offeror must indicate its willingness and ability to satisfy these requirements in their responses.

4.2. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the Offeror must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the Offeror does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

4.3. Statement of Qualifications

The Statement of Qualifications Requirements (Appendix D) specifies the minimum qualifications information any Offeror must provide in its Technical Proposal to be considered responsive to this RFQ. The Evaluation Team will evaluate an Offeror's Statement of Qualifications and award points to each section according to the Scoring Criteria listed in Section 5.4 of this RFQ.

4.4. Additional Information

Please access and review all of the attachments provided by the State Entity with this RFQ to ensure you have responded to all requests for information.

5. Proposal Evaluation, Oral Presentations, Negotiations and Award

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All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most highly qualified Offerors. The objective of the negotiation process is to agree on a contract for the work at a fair and reasonable price with a highly qualified Offeror. The State Entity will announce the results of the RFQ as described further in Section 5.8 "Public Award Announcement."

5.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was received by deadline
2. Proposal is complete and contains all required documents

5.2. Mandatory Response Worksheet Review (as described in Section 4.2)

If the Offeror's proposal passes the Administrative/Preliminary Review, the Issuing Officer will evaluate the Offeror's Mandatory Response Worksheet. Responses to the Mandatory Response Worksheet will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory RFQ requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the mandatory RFQ requirements are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 5.4 "Scoring Criteria."

5.3. Evaluating Statements of Qualifications (as described in Section 4.3)

If the Offeror's proposal passes the Administrative/Preliminary Review and the Mandatory Response Worksheet Review, the Issuing Officer will submit the Offeror's Statement of Qualifications to the Evaluation Team for evaluation.

The Evaluation Team will evaluate each Statement of Qualifications carefully and award points to each section of the Offeror's Proposal according to the Scoring Criteria listed in Section 5.4 of this RFQ. The Offeror will receive a total technical score at the conclusion of the evaluation of the Statement of Qualifications.

5.4. Scoring Criteria

The evaluation is comprised of the following:

Component	Points
Mandatory Response Worksheet	Pass/Fail
Mandatory Scored Response Worksheet	---
1. Basic Offeror Information	Pass / Fail
2. Characteristics and Strength of the Offeror	15
3. Project Staff's Qualifications	20
4. Offeror's Relevant Project Experience	20
5. Project Approach	45
<i>Total Points for Proposal</i>	100

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5.5. Preliminary Selection of Most Highly Qualified Offerors and Oral Presentations

Based on the technical scores awarded to the Statements of Qualification of all “responsive” proposals, the Evaluation Team will select not less than three (3) and not more than five (5) most highly qualified Offerors. The Evaluation Team will invite the three to five most highly qualified Offerors to make Oral Presentations.

5.6. Ranking of Highly Qualified Offerors and Initiation of Negotiations

After the Oral Presentations, the Evaluation Team will rank in order the three to five most highly qualified Offerors. After the ranking is complete, the State Entity will initiate contract negotiations according to the established ranking.

5.7. Negotiations and Notice of Award

As stated above, the State Entity will initiate negotiations with the Offeror considered to be the most highly qualified. The objective of the negotiation process is to agree on a contract for the work required in the Scope of Services with a highly qualified Offeror at a price the State Entity determines is fair and reasonable. The negotiations will encompass price and all other contract terms, including any exceptions to contract requested and justified by the Offeror in its response to the RFQ. The State Entity reserves the right to request, during negotiations, that Offerors update and or revise their proposals.

If the State Entity is unable to negotiate a satisfactory contract with the Offeror considered to be most highly qualified, the State Entity will formally terminate negotiations and undertake negotiations with the next most highly qualified Offeror. The State Entity will continue in this manner until it is able to negotiate a satisfactory contract with one of the highly qualified Offerors. After the conclusion of the negotiation of a satisfactory contract, the State Entity will issue a Notice of Award. If the State Entity is unable to negotiate a satisfactory contract with the selected highly qualified Offerors, the State Entity will avail itself of options described in O.C.G.A. § 50-22-6(c).

The primary intent of this RFQ is to identify a single source to provide all of the needed goods and/or services; however, the State Entity reserves the right to make split awards.

5.8. Public Award Announcement

Once the State Entity has successfully negotiated a contract with a highly qualified Offeror and issued a Notice of Award, the State Entity will announce the award on the Georgia Procurement Registry. The announcement will identify the successful Offeror(s) and unsuccessful Offeror(s). NO OFFEROR SHOULD ASSUME PERSONAL NOTICE OF THE AWARD NOTICE WILL BE PROVIDED BY THE STATE ENTITY. INSTEAD, ALL OFFERORS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE AWARD.

6. Contract Terms and Conditions

The contract that the State Entity expects to award as a result of this RFQ will be based upon the RFQ, the successful Offeror’s final response as accepted by the State Entity and the contract terms and conditions, which are attached to this RFQ (Appendix E). The “successful Offeror’s final response as accepted by the State Entity” shall mean: the final Proposal submitted by the Awarded Offeror, including any subsequent revisions to the Awarded Offeror’s Proposal as requested by the State Entity during negotiations, an agreed-upon price for the contract and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFQ, and any other terms deemed necessary by the State Entity, except that no objection or amendment by an Offeror to the RFQ requirements or the contract terms and conditions shall be incorporated by

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reference into the contract unless the State Entity has explicitly accepted the Offerors objection or amendment in writing.

Please review the State Entity's contract terms and conditions prior to submitting a response to this RFQ. Offerors should plan on the contract terms and conditions contained in this RFQ being included in any award as a result of this RFQ. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Offerors. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Offerors to better evaluate the costs associated with the RFQ and the potential resulting contract.

Exception to Contract

By submitting a proposal, each Offeror acknowledges its acceptance of the RFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If an Offeror takes exception to a contract provision, the Offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted with the Offeror's response. **Exceptions must be in an original document using the track changes functionality and may not be submitted in the form of highlighted changes to the original contract.** Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFQ.

In the event the State Entity selects the Offeror as one of the highly qualified Offerors and initiates negotiations with the Offeror, the State Entity and the Offeror must resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved during the negotiation period. Failure to resolve any contractual issues will lead the State Entity to formally terminate negotiation with the Offeror. The State Entity reserves the right to proceed to discussions with the next most highly rated Offeror.

The State Entity reserves the right to modify the contract to be consistent with exceptions proposed by a qualified Offeror and to negotiate other modifications with a qualified Offeror. Exceptions that materially change the terms or the requirements of the RFQ may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the Offeror an impermissible competitive advantage, as determined by the State Entity, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Offeror is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

7. List of RFQ Documents and Attachments

The following documents make up this RFQ. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. State Entity RFQ (this document)
2. Special Term Definitions from Section 1.5 "Definition of Terms" of this RFQ
3. Appendix A – Proposal Certification
4. Appendix B – Scope of Services
5. Appendix C – Mandatory Response Worksheet
6. Appendix D – Statement of Qualifications Requirements
7. Appendix E – State Contract from Section 6 "Contract Terms and Conditions" of this RFQ
8. Addenda 1 – Microsoft Word Electronic Version of Contract Terms and Conditions for use by any Offeror proposing Exceptions to Contract (refer to Section 6 of this RFQ)

Appendix A

PROPOSAL CERTIFICATION

By responding to this RFQ, the Offeror understands and agrees to the following:

1. That the submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the Offeror has read the specifications and requirements shown or referenced in the RFQ and that the Offeror's proposal is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
3. That the Offeror guarantees and certifies that all items included in the Offeror's proposal meet or exceed any and all such stated RFQ specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
4. That, if awarded a contract, the Offeror will deliver goods and/or services that meet or exceed the RFQ specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
5. That the Proposal submitted by the Offeror shall be valid and held open for a period of **one hundred and twenty (120) days** from the final RFQ closing date and that the proposal may be held open for an additional period of time subject to the Offeror's consent; and
6. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Offeror understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the Offeror.	

Appendix B - 1

AGENCY AND PROGRAM OVERVIEW

GEFA is a state agency that administers a wide variety of programs that provide financial assistance and other support services to improve Georgia’s environment. GEFA’s program areas are water, wastewater, solid waste, land conservation, energy efficiency and fuel storage tanks. GEFA’s mission is to provide energy, land, and water resources resulting in an improved quality of life for today and future generations. Additional information on the agency and its programs is available at <http://www.gefa.org>.

GEFA is the direct recipient and administrative entity for the U.S. Department of Energy (DOE) American Recovery and Reinvestment Act (ARRA) State Energy Program (SEP) and Energy Efficiency Conservation Block Grant (EECBG) funds, as well as other ARRA funds. GEFA received \$82.5 million in grant funds for SEP and \$21.6 million in grant funds for EECBG. The majority of these funds were distributed in the form of grants to local and state government, non-profit, utility, and commercial subrecipients.

The goals established for SEP are to increase energy efficiency in order to reduce energy costs and consumption for consumers, businesses and government; reduce reliance on imported energy; improve the reliability of electricity and fuel supply and the delivery of energy services; and reduce the impacts of energy production and use on the environment. The overarching goal of the EECBG funding is to assist state and local governments in implementing strategies to reduce fossil fuel emissions, to reduce total energy use, and to improve energy efficiency. The SEP program ends March 31, 2012; the EECBG program ends June 30, 2012. For the purposes of this RFQ, both programs will be referenced simultaneously.

The grant funds were distributed through a variety of market title and subrecipients. A summary of the allocations is below.

<u>Market Title</u>	<u>Funds Allocated</u>
STATE ENERGY PROGRAM (SEP)	
State Facilities Retrofit Program*	\$63.1 million
Energy Codes	\$936,364
State Energy Efficiency Appliance Rebate Program	\$787,700
Commercial Energy Efficiency	\$2 million
Industrial Energy Efficiency	\$2 million
Residential Energy Efficiency	\$2 million
Renewable Energy	\$2 million
Clean Energy Property Rebates	\$4,495,000

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)	
Local Government Grants	\$13.3 million
Utility On-Bill Financing	\$5 million
Green Communities Fund (GCF2)	\$2 million
<i>*Not being included for monitoring review</i>	

SEP & EECBG grants funds are used for a variety of purposes by subrecipients, including:

- Installations of renewable energy equipment (solar hot water, solar PV, and wind) on local government, university, non-profit, and private sector property;
- Residential, commercial, agricultural, and industrial energy audits;
- Financial incentive programs for energy efficiency improvements and energy audits, including issuing loans and grants, establishing internal revolving loan funds for local governments, and instituting a Energy Savings Performance Contract program;
- Participation in workshops and training;
- Hosting workshops or training sessions for internal or external customers;
- Development of an energy efficiency and conservation strategy for local governments;
- Development and implementation of energy efficiency and conservation programs for local government buildings and facilities;
- Building codes training and inspections;
- Outreach and education to promote energy efficiency and / or renewable energy;
- Energy efficiency building and facility retrofits, with a focus on HVAC and lighting retrofits and a limited number of efficiency improvements for waste-water treatment facilities; and
- Other activities not mentioned here, which will be limited in nature.

For more detailed information on specific projects funded under SEP / EECBG ARRA, please see the below links. Please note there are some minor discrepancies in documents noted with asterisks.

- EECBG Local Government Subrecipients: <http://www.gefa.org/index.aspx?recordid=293&page=50>
- Clean Energy Property Rebate Program Subrecipients*¹: <http://www.gefa.org/index.aspx?recordid=264&page=50>
- SEP ARRA Competitive Grants Subrecipients: <http://www.gefa.org/index.aspx?recordid=281&page=50>
- Georgia Cities Foundation Green Communities Fund (GCF2): <http://www.georgiacitiesfoundation.org/GreenFund.aspx>
- Summary of SEP-funded projects*²: <http://www.gefa.org/Modules/ShowDocument.aspx?documentid=954>
- Summary of EECBG-funded projects: <http://www.gefa.org/Modules/ShowDocument.aspx?documentid=1059>
- Website for State Energy Efficiency Appliance Rebate Program: <http://www.georgiarebate.com/>

¹ List of subrecipients has changed substantially over time; project types remain the same.

² Disregard “State Facilities Retrofits.” The “State Energy Efficiency Appliance Rebate Program” is not listed on the summary sheet.

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GEFA subrecipients are located throughout the state. The below table lists the subrecipients that are currently under contract with GEFA and the city in which each subrecipient resides. Additional subrecipients may be added after the release of this RFQ or the signing of the contract; any additional subrecipients that are added will need to be incorporated into the final monitoring plan. This information is being provided so that offerors may consider this information and the impact it will have on staff time as well as the associated travel requirements. Unless otherwise noted, all subrecipients reside in Georgia.

SUBRECIPIENT ADDRESS TABLE		
SUBRECIPIENT NAME	CITY	9-DIGIT ZIP CODE
Green Communities Fund (GCF2)		
Georgia Cities Foundations	Atlanta	303030001
Local Government Grants		
Bartow County Government	Cartersville	301203180
Ben Hill County	Fitzgerald	317502866
Bibb County	Macon	312044708
Brooks County	Quitman	316432922
Bryan County	Pembroke	313218563
Bulloch County	Statesboro	304585706
Chatham County	Savannah	314018161
City of Ashburn	Ashburn	317140766
City of Brunswick	Brunswick	315210550
City of Calhoun	Calhoun	307030248
City of Canton	Canton	301143022
City of Cartersville	Cartersville	301201390
City of Cedartown	Cedartown	301253000
City of Clarkesville	Clarkesville	305230001
City of Cornelia	Cornelia	305310785
City of Covington	Covington	300151527
City of Darien	Darien	313050452
City of Decatur	Decatur	300303309
City of Doraville	Doraville	303401111
City of Douglas	Douglas	315335318
City of Flowery Branch	Flowery Branch	305425687
City of Folkston	Folkston	315374649
City of Gainesville	Gainesville	305032496
City of Griffin	Griffin	302240046
City of Helen	Helen	305450280
City of Hephzibah	Hephzibah	308150250
City of Hinesville	Hinesville	313133699
City of Kingsland	Kingsland	315480250
City of LaFayette	LaFayette	307280089
City of LaGrange	LaGrange	302402726
City of Madison	Madison	306501340
City of Mountain Park	Mountain Park	300751128
City of Perry	Perry	310366030
City of Sylvester	Sylvester	317910370
City of Tifton	Tifton	317930229
City of Tybee Island	Tybee Island	313282749

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City of Washington	Washington	306730009
City of Young Harris	Young Harris	305820122
Clay County	Fort Gaines	398510519
Clinch County	Homerville	316342153
Coweta County	Newnan	302631973
Dawson County	Dawsonville	305343440
Dodge County	Eastman	310235867
Effingham County	Springfield	313296816
Elbert County	Elberton	306351807
Floyd County	Rome	301619313
Evans County	Claxton	304171777
Liberty County	Hinesville	313103216
Morgan County	Madison	306501306
Rockdale County	Conyers	300120289
Pulaski County	Hawkinsville	310360029
South Fulton	College park	303372614
Troup County	LaGrange	302402724
Union County	Blairsville	305123525
Elberton	Elberton	306350070
Social Circle	Social Circle	300250310
Utility On-Bill Financing		
Oglethorpe Power	Tucker	300840001
Electric Cities of Georgia	Atlanta	
Municipal Gas Authority of Georgia	Kennesaw	301440800
State Energy Efficiency Appliance Rebate Program		
Helgeson Enterprises, Inc.	Saint Paul, MN	551107626
Commercial Energy Efficiency		
Outlaw Consulting	Peachtree City	302690001
Georgia Interfaith Power and Light	Decatur	300303309
Appalachian Community Enterprises	Cleveland	305280001
Illumintron International	Atlanta	303420001
Industrial Energy Efficiency		
Association of Energy Engineers	Atlanta	303401000
International Paper - Augusta	Augusta	309060001
International Paper - Savannah	Savannah	314150800
DNR	Atlanta	303340002
Residential Energy Efficiency		
Estes Heating & Air Conditioning	Atlanta	303540001
Oglethorpe Power Corporation	Tucker	300840001
Electric Cities of Georgia	Atlanta	303280001
Southface Energy Institute	Atlanta	303080001

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Renewable Energy		
BFI	Marietta	300600500
Electric Cities of Georgia	Atlanta	303280001
Hannah Solar, LLC	Valdosta	316010001
Lanier Technical College	Oakwood	305660001
Radiance Energies	Atlanta	303180300
Clean Energy Property Rebates		
Edgewood at the Beltline, LLC	Atlanta	303121234
Centennial Park West, LLC	Atlanta	303131633
Atlanta Property Group	Atlanta	303094211
Mossland Farms Incorporated	Stephens	306671856
403 Dividend, LLC	Peachtree City	302691234
McCollum Solar Energy, LLC	Kennesaw	301440800
Haven Farms	Calhoun	307010000
JLWA, LLC	Dalton	307210001
Sterling Energy Assets, Inc.	Gwinnett	300921111
Rooker Solar PV, LLC	Tucker	306010000
Luckie Street Properties, LLC	Atlanta	303032038
GenTran Corporation	Alpharetta	300045760
AMLI Management Company	Kennesaw	301447006
Marc Grace Enterprise, LLC	Canton	301140000
Southeast Office Partners, LLC	Tucker	300840000
Gerdes Consulting, LLC	Dunwoody	303383840
AEW, LLC	Atlanta	303382300
East Decatur Station	Decatur	300304132
Bluelinx Corporation	Lawrenceville	303390000
Energy Codes		
Georgia Department of Community Affairs	Atlanta	303292257

Appendix B- 2

SCOPE OF SERVICES: MONITORING FOR STATE ENERGY PROGRAM AND ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT ARRA SUBRECIPIENTS

Statement of Purpose

The Georgia Environmental Finance Authority (GEFA) is requesting a summary of qualifications from qualified organizations to provide contractual and technical monitoring as well as energy data evaluation for SEP and EECBG projects funded through the American Recovery and Reinvestment Act (ARRA) of 2009. Organizations must have demonstrated experience in program evaluation, energy efficiency, and renewable energy installations. Organizations should be able to work with academic, non-profit, local government, and for-profit subrecipients.

The purpose of this RFQ is to select a contractor (Contract Monitor) to cost-effectively plan, design, and provide contractual and technical monitoring services along with energy savings evaluation of GEFA's SEP & EECBG program and its subrecipients. Proper stewardship surrounding the administration, reporting, accounting and transparency of ARRA funds is essential in GEFA's administration of the ARRA SEP and EECBG Program. Therefore, GEFA and its respective agents (Contract Monitor) will monitor a sample of subrecipients to verify compliance with contract agreements and ARRA reporting requirements.

The task of the selected contract monitor would be to (1) develop an action plan outlining how you intend to implement the monitoring activities; (2) implement the action plan; and (3) submit regular reports to GEFA outlining progress and outcomes.

The Contract Monitor shall implement the Monitoring Action Plan by conducting file reviews and site visits, monitoring energy efficiency and renewable energy project to assess energy impacts, analyzing secondary data, analyzing energy use and production data, and providing energy impact metrics as part of quarterly reporting.

The Contract Monitor must independently evaluate program impacts for a wide array of end-use energy customers (e.g. residential, commercial, industrial, and municipal) in a manner consistent with protocols such as the International Performance Measurement and Verification Protocol (IPMVP) guidelines as established by DOE and any specific evaluation guidelines put forth by DOE for ARRA funded programs. The selected contract monitor will be required to follow any monitoring and evaluation guidelines put forth by GEFA and DOE for ARRA-funded programs.

This RFQ will result in a 12 month contract that may be extended until monitoring activities are no longer necessary in 2012. The geographic area to be served under this proposal is far-reaching throughout Georgia as indicated by the addresses of grantees in Attachment 1.

Detailed Scope of Work

The Contract Monitor will serve as the technical and contractual monitor for GEFA for ARRA SEP and EECBG programs and perform energy evaluation services. This section describes the tasks the Contract Monitor will be asked to perform under the direction of GEFA, the work assignment process, deliverables, and due dates.

A summary of the various market titles, the number of subrecipients funded under each market title, and the monitoring type(s) expected to be used for each market title are listed below. Please note, GEFA anticipates selecting a Contract Monitor to perform technical and contract monitoring for 30 – 50% of all subrecipients. Energy Savings Evaluation will be performed on all market titles.

<u>Award</u>	<u>Market Title</u>	<u>Number of Subrecipients</u>	<u>Monitoring Type</u>
State Energy Program (SEP)	State Energy Efficiency Appliance Rebate Program	One (1)	Energy Savings Evaluation
	Energy Codes Compliance	Two to Four (2-4)	Contractual, Technical, & Energy Savings Evaluation
	Commercial Energy Efficiency	Four (4)	
	Industrial Energy Efficiency	Four (4)	
	Residential Energy Efficiency	Four (4)	
	Renewable Energy	Five (5)	
	Clean Energy Property Rebates	22 (Approximately)	
Energy Efficiency and Conservation Block Grant (EECBG)CBG	Local Government Grants	59	
	Utility On-Bill Financing	Three (3)	
	Georgia Cities Foundation Green Communities Fund (GCF2)	One (1)	
TOTAL		95 (Approximately)	

In serving as the Contract Monitor, the Contractor will complete at least the following tasks:

Definitions

Below are some definitions for terms used throughout the RFQ.

Contractual Monitoring: Contractual monitoring shall include but may not be limited to project management review to ensure that work is performed according to contract work scope and that the subrecipient is complying with applicable ARRA regulations, including but not limited to Davis-Bacon, Buy American, Section 106 of the National Historic Preservation Act, and National Environmental Protection Act limitations as well as adhering to 1512 and quarterly reporting standards. Contractual monitoring will be performed through a combination of onsite and desktop review of projects. GEFA envisions that the contractual monitoring will require the greatest amount of coordination with GEFA program staff. It will also require use of GEFA’s online electronic reporting tools (developed internally using Quickbase software). Contract Monitors will provide contractual monitoring for a sample of subrecipients.

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Technical Monitoring: Technical monitoring compliance will require project inspection, including but not limited to review of energy efficiency and renewable energy installations to verify projects were installed correctly in compliance with industry standards and with Georgia code. Technical monitoring may also entail review of training materials, such as agendas, instructor certification, and attendees to verify that appropriate training took place. Contract Monitors will provide technical monitoring for a sample of subrecipients.

Energy Savings Evaluation: The Energy Savings Evaluation activities will focus on key metrics outlined by DOE including measuring and verifying energy savings and demand reduction; determining the amount of renewable energy generated based on the installed capacity; and other energy impacts. The Contract Monitor will review project data provided by SEP & EECBG subrecipients and develop energy impact data to be used by GEFA to provide quarterly progress reports to DOE. The Contract Monitor will use the engineering methodology, subject to approval by GEFA, to assess accuracy of energy savings data reported by subrecipients and to provide GEFA with energy impact metrics to use for the quarterly reports at the market title level. Additionally the Contract monitor will assist GEFA in developing a final report by providing cumulative energy data for each market title at the close of the program. Contract Monitors will perform energy savings evaluation for all market titles.

Subrecipient: Any organization that has received SEP and / or EECBG grant funds from GEFA.

Market Title: A division or classification within an award that characterizes the type of work being performed by subrecipients. A market title can encompass one or more subrecipients. Generally the work being performed under the market title is similar in nature. The Residential Energy Efficiency grant program is a market title devoted to residential energy efficiency. This market title is worth \$2 million and has four subrecipients.

Award: Funding provided by DOE to GEFA. SEP and EECBG represent two separate awards. Each award has specific restrictions on how it can be used and has specific reporting requirements associated with implementation.

Contract Monitor: The Contract Monitor is the organization to be selected by GEFA through this RFQ to perform monitoring activities on GEFA's subrecipients on GEFA's behalf.

Monitoring Activities: This refers to technical monitoring, contractual monitoring, and energy evaluation activities.

Action Plan: The monitoring action plan will outline the activities, methodologies, and schedules agreed to by the Contract Monitor and GEFA. Neither the contract nor the monitoring will begin until the action plan has been agreed to.

Task 1: Develop a Finalized Action Plan

- 1.1 Prior to beginning monitoring, the Contract Monitor will work with GEFA to develop a finalized action plan detailing the process, methods, timeline, and cost for undertaking the contract monitoring. The action plan will outline how the Contract Monitor intends to implement each category of monitoring services outlined in task two as well as the reporting requirements under task three. This will be completed in whole or in part during the contract negotiation process once the Contract Monitor has been selected by GEFA.
- 1.2 The monitoring action plan shall include discussion of activities and procedures to be used for contract compliance review; onsite verification of appropriate installation of equipment and systems and other activities under the technical monitoring purview; and the methodologies used for energy savings evaluation.
- 1.3 The Contract Monitor shall outline the methodologies that will be used for sampling (and which are appropriate for what circumstances), and expected sample sizes to support the Contract Monitor's methodology with

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statistically valid results. The Contract Monitor shall delineate their methodologies for identifying projects or subrecipients with a significant risk of failure or default, and methods for early identification or problems as well as how project selection will be coordinated with GEFA staff.

- 1.4 The monitoring action plan shall define how the Contract Monitor will coordinate with GEFA's program management staff to avoid duplicative information gathering and site visits. Any data gathered and information reported must align with the current and changing federal requirements, as well as the transparency and accountability goals set forth by GEFA and federal oversight entities. Any reporting processes or tools must leverage GEFA's existing technology platforms and enable the development of other reporting features.
- 1.5 As part of the action plan, Contract Monitors will present a finalized version of the "Subrecipient Monitoring Assessment Tool" (originally developed by GEFA) as well as finalized version of the "Technical Monitoring Documentation Template" (to be developed by the contract monitor and subject to approval by GEFA). Additionally, the contract monitor will present a finalized version of the energy savings evaluation methodology to be used for quarterly reporting.
- 1.6 The finalized action plan should be created in coordination with GEFA under the following proposed timeline.
 - Day One: Contract Monitor receives notification from GEFA that they have been selected for award.
 - Day Two – Five: Contract Monitor and GEFA have kick-off meeting to discuss next steps for creating action plan. This meeting will be used to identify and agree to core components of action plan and initiate discussion of coordination between Contract Monitor and GEFA staff and technology platforms.
 - Day Five – Day 15: Contract Monitor develops action plan (including monitoring assessment tools and description of methodology).
 - Day 15: Contract Monitor presents first draft to GEFA.
 - Day 15 – 16: GEFA reviews first draft and sends comments back to Contract Monitor within two business days.
 - Day 17 – Day 25: Contract Monitor works on second draft to GEFA. Presents second draft to GEFA for review.
 - Day 26: Contract Monitor presents first draft to GEFA
 - Day 27: GEFA reviews first draft and sends comments back to Contract Monitor within one business day.
 - Day 28 – Day 29: Contract Monitor performs final edits to action plan.
 - Day 30: Contract Monitor presents final action plan to GEFA.
 - Day 30 – Day 35: GEFA reviews and accepts as is or makes modifications.
 - Day 35 – Day 36: Contract Monitor agrees to changes or requests time to make additional revisions.
 - Day 37 – Day 40: If no revisions are necessary, GEFA will send first draft of action plan to Contract Monitor.

Task 2: Implement Monitoring Action Plan

2.1 Once the action plan has been developed and agreed to by both parties and the contract has been executed, the Contract Monitor will begin monitoring activities. An overview of the contract types is below. Sub-tasks for which the selected monitoring contractor must develop and maintain a separate schedule and budget are listed below.

Task 2A - Contractual Monitoring: The Contract Monitor shall perform contractual monitoring to verify that subrecipients are complying with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders, including special ARRA provisions, when performing services under their contract. Additionally, the subrecipient must represent that it has complied with all federal, state, and local laws regarding any business permits and licenses that may be required to carry out the work to be performed under the contract.

2A.1 The Contract Monitor shall be required to follow guidelines put forth by GEFA and DOE for ARRA-funded programs. To learn more about the guidelines, please see the below links.

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- Draft Subrecipient monitoring tool developed by GEFA:
<http://www.gefa.org/Modules/ShowDocument.aspx?documentid=1595>
- Guidance for EECBG Grantees on Subrecipient Monitoring (Notice 10-019):
http://www1.eere.energy.gov/wip/pdfs/eecbg_10-019_subgrantee_monitoring_guidance.pdf
- Guidance for SEP Grantees on Subrecipient Monitoring (Notice 10-015):
http://www1.eere.energy.gov/wip/pdfs/sep_10-015_subgrantee_monitoring_guidance.pdf

2A.2 The contractual monitoring visit will require one or more interviews with the subrecipient project coordinator and any other relevant staff as well as review of the below materials and processes by the Contract Monitor:

- Procurement policies and practices for ARRA funds
- Vendor contracts
- Project or contract files for all necessary documents
- Davis-Bacon compliance and verification of number of jobs created / retained submitted
- Buy American compliance
- National Environmental Policy Act compliance
- National Historic Preservation Act Section 106 compliance
- Planned contract scope, metrics, and timelines against actual work implemented, metrics achieved, and progress.

2A.3 The Contract Monitor shall develop a monitoring schedule under Task 1 with input from GEFA staff and shall visit a minimum of 35 to 50 subrecipients. Subrecipient contractual monitoring shall include site visits to subrecipient locations, interviews with relevant subrecipient program and financial staff, documentation review, completion of a GEFA provided monitoring checklist, post-visit follow-up, and the submission of a final report to GEFA staff.

2A.4 Each subrecipient monitoring visit is estimated to take no more than 16 hours. This is based on below estimated schedule for one visit. This information is being provided so that offerors may consider this information and the impact it will have on staff time as well as the associated travel requirements.

Task	Estimated Time
Prep work for on-site interview	One to two hours
On-site interview	Four to eight hours
Post-visit follow-up (if applicable)	Two to four hours
Final report – Format TDB	Two hours
Total Time	Nine to sixteen hours

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2A.5 A specific number of monitoring visits will be required each quarter. Below is a proposed quarterly timeline for contractual monitoring visits.

Quarter	Contractual Monitoring Tasks*
Q1	Finalize schedule of monitoring visits and process for identifying subrecipients to be monitored. Complete one to three monitoring visits.
Q2	Complete 15 new monitoring visits, including final reports. For any subrecipients found to be out of compliance, review "Corrective Action Plans" and be sure they are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on contractual issues.
Q3	Complete 15 new monitoring visits, including final reports. For any subrecipients found to be out of compliance, review "Corrective Action Plans" and be sure they are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on contractual issues.
Q4	Complete 15 new monitoring visits, including final reports. For any subrecipients found to be out of compliance, review "Corrective Action Plans" and be sure they are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on contractual issues.
Q5	Complete five new monitoring visits, including final reports. For any subrecipients found to be out of compliance, review "Corrective Action Plans" and be sure they are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on contractual issues.
Q6	Complete three new monitoring visits, including final reports. For any subrecipients found to be out of compliance, review "Corrective Action Plans" and be sure they are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on contractual issues.
<p><i>Number of monitoring visits is subject to change. Estimate provided here to assist with drafting of proposal by offeror. In addition to the tasks outlined above, two additional federal progress reports will be required each quarter.</i></p>	

2A.6 The Contract Monitor will use the finalized "Subrecipient Monitoring Assessment Tool for conducting contractual monitoring visits. The draft version of this tool has been developed by GEFA; however the Contract Monitor will be able to make changes to this document as part of the creation of the action plan. The draft monitoring tool can be found here: <http://www.gefa.org/Modules/ShowDocument.aspx?documentid=1595>

2A.7 The Contract Monitor will follow standard reporting procedures for each subrecipient following a Contractual Monitoring Visit. The report will document contract compliance issues and observations at the subrecipient contract level as well as actionable recommendations for improving program implementation. The monthly reports will include the original documentation from all monitoring visits conducted the previous month as well as a summary of major issues for GEFA staff. The summary should contain specific details on the purpose, methods, approach, and findings associated with each review. The reporting procedures are outlined in phase three and will be further developed under the creation of the action plan. Technical and contractual monitoring reports are due once a month. However if a serious non-compliance finding is discovered, the Contract Monitor

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must notify GEFA immediately. Contract Monitor may be required to perform follow-up visits for subrecipients out of compliance on contractual issues.

2A.8 The Contract Monitor will have a clear system for naming, storing, and distributing documents from technical monitoring activities including subrecipient documents, photographs, notes, and final reports.

Task 2B - Technical Monitoring:

2B.1 In addition to contractual monitoring, the Contract Monitor will perform a series of technical visits to ensure the subrecipients and subcontractors perform quality work. Technical monitoring visits may occur in conjunction with contractual monitoring visits, as appropriate.

2B.2 The Contract Monitor will perform technical monitoring in the form of visits to select subrecipient project sites. The visits will be coordinated so as to minimize disruption to site personnel. Data collection activities may also include energy use metering, review of utility billing data surveys and other methods to determine attribution of energy savings and other impacts of the program funding.

2B.3 Technical monitoring activities may include:

- Reviewing building energy efficiency improvements and conducting post-retrofit audits;
- Reviewing renewable energy installations and verifying that installations were conducted properly;
- Review of contract and assessing compliance with project scope as well as with Buy American and Davis-Bacon (as applicable);
- Review of training and/or workshop materials and protocols;
- Collecting field data by metering and monitoring equipment installed through the programs;
- Conducting analysis of energy consumption and production data to ascertain savings/generation due to energy efficiency or renewable energy measure installation;
- Provide monthly reports, detailing the technical monitoring efforts and identifying progress against the Monitoring Action Plan;
- Performing calibrated building simulation models
- Providing technical assistance to GEFA staff and subrecipients on an ad-hoc basis;
- Training subrecipients on methodologies for measuring energy impacts in a cost-effective manner;
- Other activities to be outlined in action plan.

2B.4 The Contract Monitor shall develop a monitoring schedule under Task 1 with input from GEFA staff and shall visit a minimum of 30 subrecipients. Subrecipient technical monitoring shall include site visits to subrecipient locations, interviews with relevant subrecipient program and technical staff, documentation review, completion of a technical monitoring documentation report, post-visit follow-up, and the submission of a final report to GEFA staff.

2B.5 A specific number of monitoring visits will be required each quarter. Below is a proposed quarterly timeline for contractual monitoring visits.

Quarter	<u>Technical Monitoring Tasks*</u>
Q1	Finalize schedule of monitoring visits and process for identifying subrecipients to be monitored. Complete template and methodology to use for technical monitoring visits. Complete one technical monitoring visit.
Q2	Complete 10 new technical monitoring visits, including final reports. For any subrecipients findings,

	request and review “Corrective Action Plans” and follow-up to ensure issues are remedied and subrecipients are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on technical issues.
Q3	Complete 10 new technical monitoring visits, including final reports. For any subrecipients findings, request and review “Corrective Action Plans” and follow-up to ensure issues are remedied and subrecipients are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on technical issues.
Q4	Complete five new technical monitoring visits, including final reports. For any subrecipients findings, request and review “Corrective Action Plans” and follow-up to ensure issues are remedied and subrecipients are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on technical issues.
Q5	Complete three new technical monitoring visits, including final reports. For any subrecipients findings, request and review “Corrective Action Plans” and follow-up to ensure issues are remedied and subrecipients are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on technical issues.
Q6	Complete one new technical monitoring visit, including final reports. For any subrecipients findings, request and review “Corrective Action Plans” and follow-up to ensure issues are remedied and subrecipients are now in compliance with contractual regulations. Additional follow-up visits may be required for subrecipients out of compliance on technical issues.
<i>*Number of monitoring visits is subject to change. Estimate provided here to assist with planning and drafting of summary of qualifications.</i>	

2B.6 The Contract Monitor will use the finalized “Subrecipient Monitoring Assessment Tool for conducting contractual monitoring visits. The draft version of this tool has been developed by GEFA; however the Contract Monitor will be able to make changes to this document as part of the creation of the action plan. The draft monitoring tool can be found here: <http://www.gefa.org/Modules/ShowDocument.aspx?documentid=1595>

2B.7 The Contract Monitor will follow standard reporting procedures for each subrecipient following a Technical Monitoring Visit. The Contract Monitor shall use the “Technical Monitoring Documentation Template” monitoring tool developed by the contractor and approved by GEFA to document technical monitoring visits. This will include documentation of the type of work being completed by the subrecipients, compliance review observations and actionable recommendations for improving and remedying any non-compliance technical program issues. It should contain specific details on the purpose, methods, approach, and findings associated with each review. The reporting procedures are outlined in phase three and will be further developed under the creation of the action plan. Technical and contractual monitoring reports are due once a month. However if a serious non-compliance finding is discovered, the Contract Monitor must notify GEFA immediately. Contract Monitor may be required to perform follow-up visits for subrecipients out of compliance on technical issues.

2B.8 The Contract Monitor will have a clear system for naming, storing, and distributing documents from technical monitoring activities including subrecipient documents, photographs, notes, and final reports.

Task 2C: Energy Savings Evaluation Report

2C.1 The Contract Monitor will assist GEFA in compiling key energy metrics for the progress reports submitted quarterly to DOE. The contract monitor will review raw data submitted by subrecipients (see “process metrics”

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below) and provide GEFA with the energy data metrics to use in the quarterly progress reports (see “energy impact data” below) at the market title level. This data will be presented in the form of a summary report due once a quarter. The report will predominantly be generated through desktop review and analysis of raw metric data provided by subrecipients. While the report will be conducted through desktop reviews, it will include energy data reports from any ‘technical monitor’ reviews undertaken during the previous quarter (if applicable.)

2C.2 The Contract Monitor will determine which methodology to use to create the energy data report, subject to approval by GEFA. The Contract Monitor may choose to rely exclusively on the DOE Energy Calculator (see 2A.1 for more details) or may use exclusively their own methodology(ies), or they may choose some combination of methodologies. GEFA’s preference is that the Contract Monitor will not rely solely on the DOE Energy Calculator.

2C.3 Should the Contract Monitor’s methodology require subrecipients to report additional information, the Contract Monitor will discuss what additional information will need to be collected, whether this can be collected through an electronic questionnaire, and what training, if necessary will be provided to ARRA award subrecipients. The Contract Monitor shall provide documentation and training materials on new procedures, process(es), measures, and tools for sub-recipients, necessary to implement data collection.

2C.4 In their proposal, the Contract Monitor shall present a summary of the methodologies being considered for evaluating the energy data of all subrecipient projects at the market title level. The methodologies to be used will be finalized during the construction of the monitoring action plan.

2C.5 The methodology must be such that a report can be completed within a limited time period. It is assumed that the energy savings evaluation report will not require additional site visits. However energy data captured during the technical monitoring reports can and should be incorporated into the energy savings evaluation report as applicable.

2C.6 The proposed timeline for preparing the reports is below. This schedule will be effective for January, April, July, and October. The energy evaluation report will be due to GEFA by the 25th day of the month in which quarterly reports are due to DOE.

- 10th day: all subrecipients must submit quarterly reports to GEFA
- 11th day: GEFA project staff reviews reports for errors and follows up with subrecipients as necessary
- 12th – 15th day: Contract Monitor will have access to quarterly reports raw data at this time
- 25th day: Contact Monitor presents final energy data report to GEFA

2C.7 Below is a summary of the “Process Metrics” which subrecipients submit to GEFA on a quarterly basis. GEFA staff will assess the reasonableness of the raw data provided by subrecipients under the “Process Metrics” below. GEFA will provide the raw data to the Contract Monitor at the contract level (though it can be aggregated to the market title level as needed or if preferred by the Contract Monitor.)

<u>PROCESS METRICS (PROVIDED BY SUBRECIPIENTS)</u>	
Building Codes and Standards	
Name of new code adopted	Name of old code replaced
Number of new and existing buildings covered by new code	
Building Energy Audits	
Outlays (Expenditure of Recovery Act Funds	Outlays (Expenditure of Non-Federal funds)
Number of audits performed, by sector	Floor space audited by sector
Auditors projection of energy savings by sector (KWH)	
Building Retrofits	
Outlays (Expenditure of Recovery Act Funds	Outlays (Expenditure of Non-Federal funds)
Number of buildings retrofitted, by sector	Square footage of buildings retrofitted, by sector
Sector: Commercial, Government, Residential, Industrial, etc . . .	
Clean Energy Policy	
Outlays (Expenditure of Recovery Act Funds	Outlays (Expenditure of Non-Federal funds)
Number of alternative energy plans developed or improved	
Number of renewable portfolio standards established or improved	
Number of interconnection standards established or improved	
Number of energy efficiency standards established or improved	
Number of policies established or improved that align utility financial incentives with consumer energy efficiency	
Number of other policies developed or improved	
Reduction in natural gas consumption (MMcf)	Reduction in electricity consumption (MWh)
Industrial Process Efficiency	
Reduction in natural gas consumption (MMcf)	Reduction in fuel oil consumption (gallons)
Reduction in electricity consumption (MWh)	
Technical Assistance	
Outlays (Expenditure of Recovery Act Funds	Outlays (Expenditure of Non-Federal funds)
Number of information transactions contacts in which energy efficiency or renewable energy measures were recommended, by sector	
Number of workshops, training, and education sessions held by sector	
Number of people attending workshops, training, and education sessions, by sector	
Renewable Energy Market Development	
Outlays (Expenditure of Recovery Act Funds	Outlays (Expenditure of Non-Federal funds)
Number of solar energy systems installed	Total capacity of solar energy systems installed (kW)
Number of solar thermal systems installed	Total capacity of solar thermal systems installed (square feet)
Number of wind energy systems installed	Total capacity of wind energy systems installed (kW)
Loans and Grants	
Outlays (Expenditure of Recovery Act Funds	Outlays (Expenditure of Non-Federal funds)
Number of grants given	Total monetary value of grants given
Number of loans given	Total monetary value of loans given

2C.8 The Contract Monitor will utilize the data from the process metrics to perform the energy evaluation activities. The Contract Monitor will need to provide GEFA with energy impact metrics at the market title level (pending any changes by DOE to the reporting guidelines.) GEFA will use the energy impact data provided by the Contract Monitor when submitting quarterly progress reports to DOE.

ENERGY IMPACT DATA (TO BE PROVIDED BY CONTRACT MONITOR FOR EACH MARKET TITLE)
Emissions Reductions
Amount of green house gases reduced (CO2 equivalents)
Amount of criteria air pollutants reduced (tons)
Energy Cost Savings
Dollars Saved
Energy Savings
Reduction in electricity demand (MW) by sector
Reduction in fuel oil consumption by sector
Reduction in natural gas consumption by sector
Reduction in gasoline consumption by sector
Reduction in propane consumption by sector
Renewable Energy Capacity and Generation
Amount of electricity generated from other renewable sources (MWh)
Amount of electricity generated from photovoltaic systems (MWh)
Amount of electricity generated from wind systems (MWh)

2C.9 The Contract Monitor will use the energy evaluation methodology agreed to in the monitoring action plan. Each energy evaluation report will include a summary of the methodology(ies) used to complete said report.

2C.10 The Contract Monitor will respond to any and all questions from GEFA, DOE, subrecipients or others regarding the methodology used to create the energy impact report.

Task 3: Reporting Requirements

3.1 The Contract Monitor shall work with GEFA’s program staff, where appropriate, to develop a system for submitting contractual and technical monitoring reports as well as energy evaluation reports. It is GEFA’s preference that reports be integrated into GEFA’s existing platforms and processes as much as possible.

3.2 The Contract Monitor will submit quarterly 1512 OMB reports and DOE Progress Reports, as applicable. The Contract Monitor will comply with any additional ARRA reporting requirements, including Buy American, Davis Bacon, and Section 106 of the National Historic Preservation Act.

3.3 The Contract Monitor will assist with developing a final report for SEP and EECBG.

4. Additional Considerations for Contract Monitors

4.1 Contract monitors should be able to interact with a wide range of individuals and organizations and must be able to communicate about energy issues to laymen as well as to energy professionals.

4.2 Contract monitors should be professional, courteous, and customer-service oriented.

4.3 Contract monitors should make themselves available to GEFA staff and subrecipients as needed.

4.4 Contract monitors should be technologically proficient.

4.5 Contract monitors should have experience in project management and be able to develop and follow timelines.

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- 4.6 Contract monitors must have demonstrated experience in program evaluation, energy efficiency, and renewable energy installations.
- 4.7 Contract monitors must be able to cost-effectively plan, design, and provide contractual and technical monitoring services along with energy savings evaluation of GEFA's SEP & EECBG program and its subrecipients.

Appendix C

MANDATORY RESPONSE WORKSHEET

Response To the Questions Below Should Be Limited to Yes or No

1. Does the Offeror (the prime contractor) employ at least one registered Professional Engineer in Georgia that has experience with the development of energy efficiency and renewable energy projects?	
2. Does the offerer have experience performing monitoring activities?	
3. Has the Offeror (the prime contractor) won and successfully completed a competitive procurement contract for an energy efficiency or renewable energy project for a local, state or federal government entity in Georgia?	

Appendix D

STATEMENT OF QUALIFICATIONS REQUIREMENTS

Format: The Statement of Qualifications is limited to 20 8-1/2 x 11 pages with a minimum of one-inch (1") margins and font no smaller than 11 point. The title page and any section dividers do not count toward the page limit. Statements should be numbered in accordance with the numbering in this appendix, so the Evaluation Team can easily match the Offerors Statement of Qualifications with these requirements. Statements should be concise, clearly written and complete. References to Internet links should not be used and will not be reviewed by the Evaluation Team.

1. **Basic Offeror Information:** Provide basic information about your company, including:
 - 1.1. Offeror (the prime contractor) name
 - 1.2. Address
 - 1.3. Name of primary contact
 - 1.4. Telephone number
 - 1.5. E-mail address
 - 1.6. Offeror website (if available).
 - 1.7. If the Offeror (prime contractor) has multiple offices, provide information about the parent company and the branch offices separately
 - 1.8. Identify the office of the Offeror (prime contractor) from which the project will be managed.

2. **Characteristics and Strength of the Offeror:** Provide information about the Offeror or project team (if Offer represents a team of more than one company) that describes the overall characteristics and strength of your company or team. The response should include the following:
 - 2.1. Total number of staff employed by the Offeror or team
 - 2.1.1. Total number of staff employed by the Offeror or team in Georgia
 - 2.2. Total number of staff employed by your Offeror or team that works in fields related to the project being solicited in this RFQ (energy efficiency and renewable energy for residential, commercial, industrial, and public sectors, monitoring compliance with federal requirements such as Davis-Bacon, Buy American, and other financial regulations.)
 - 2.3. Total number of staff employed by your Offeror or team in Georgia that work in fields related to the project being solicited in this RFQ.
 - 2.4. Total number of Georgia-based staff employed by the Offeror or team that are registered Professional Engineers in Georgia
 - 2.5. Provide information about the form of ownership, including state of residency or incorporation, and number of years in business of the prime contractor. Is the prime contractor a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), or other structure?
 - 2.6. Provide a statement of disclosure, which will allow GEFA to evaluate possible conflicts of interest. Offerors must provide a statement of all potential legal or otherwise significant conflicts of interests possibly created by the Offeror or team being considered in the selection process or by the Offeror or team's involvement in the project. Offerors should provide a list of the clients for which this project may result in an actual or perceived conflict of interest and information as to the nature of the relationship(s) with parties in such potential conflict. Additionally, Offerors that identify any actual or perceived conflicts of interest must

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describe how any actual or perceived conflicts of interest will be avoided, and how actual or perceived conflicts of interest will be mitigated.

- 2.7. Has the Offeror, any company on the project team or any officer or principal employed by the Offeror or team been involved in any material business litigation in the past five (5) years? Describe Offeror or team's experience with litigation with clients. List and explain any active or pending litigation.
- 2.8. Has the Offeror or any member of the team ever been removed from a contract or failed to complete a contract as assigned? If so, please explain and provide specific details.

3. **Project Staff's Qualifications:** Provide information about the project team proposed to work on this project, including qualifications and relevant experience.

- 3.1. List the members of the project team proposed to work on this project and provide a brief description of each member's role.
- 3.2. Attach one-page resumes of all principal project team members
- 3.3. Indicate which team member will serve as the project manager and describe that person's experience leading multidisciplinary teams of professionals and serving as a point of contact on large projects that encompass technical and policy issues
- 3.4. List which proposed team members are Registered Professional Engineers in Georgia
- 3.5. Describe the experience that the team members have drafting and editing reports and providing technical information to a lay-audience
- 3.6. Describe the experience the team members have in interacting with local government, utilities, not-for-profit, and for profit sectors on energy issues.
 - 3.6.1. Describe the experience the team members have in "contractual monitoring activities" as described in this RFQ.
 - 3.6.2. Describe the experience the team members have in "technical monitoring activities" as described in this RFQ.
 - 3.6.3. Describe the experience the team members have in "energy savings evaluation activities" as described in this RFQ.
 - 3.6.4. Describe the experience the team members have with flow-down provisions under ARRA such as Davis-Bacon, Buy American and segregation of funds.
- 3.7. Describe current workloads of the project team members and briefly describe how much of his/her time each team member will devote to this project
- 3.8. Define any and all potential subcontractor arrangements that may be utilized by the Offeror for the project being solicited in this RFQ

4. **Offeror's Relevant Project Experience:** Provide information that describes your Offeror's demonstrated ability to perform monitoring activities comparable in nature, complexity, duration and purpose to the project being solicited in this RFQ.

- 4.1. Describe key projects that your Offeror has been involved in since 2005 that demonstrate your Offeror's ability to:
 - 4.1.1. Provide energy savings evaluation data as described in the RFQ
 - 4.1.2. Conduct regular contractual monitoring visits, draft monitoring reports, coordinate communication with multiple stakeholders (GEFA, DOE, subrecipients)

- 4.1.3. Conduct technical monitoring and analyze technical aspects of renewable energy and energy efficiency reports.
- 4.1.4. Manage multiple projects and keep deadlines
- 4.1.5. Prepare comprehensive technical reports that can be readily understood and implemented by technical and non-technical audiences
- 4.2. Provide simple matrix / table with projects described in Section 4.1 of this Appendix listed across the top (as column headings) and key project team members listed in Section 3.1 of this Appendix down the side (as row headings). In the body of the table provide a simple description of the role each project team member played in all the listed projects. An example is provided below:

Example 1. RFQ Item 4.2

	“Project Title 1”	“Project Title 2”	“Project Title 3”
Project Description	Project Title 1 description	Project Title 2 description	Project Title 3 description
Bill Brown	N/A	Monitor	Monitor
Kim Green	Engineer	Engineer	Engineer
Chris Black	Project Manager	N/A	Project Manager

- 4.3. Provide statement that describes your company or team’s special suitability for this project. This statement may describe, but is not limited to, prior work for Georgia state agencies, special knowledge of the energy efficiency & renewable energy technical issues, experience with ARRA requirements such as Davis-Bacon and Buy American as well as other financial provisions, or special expertise your company or team possesses. In general, this statement should help the evaluation team differentiate your company or project team from other Offerors.
- 4.4. Provide a list all energy and monitoring-related projects conducted by the Offeror / Project Team in the last five (5) years. The list should include name of client and very brief description of the project.
- 4.5. GEFA reserves the right to contact Offeror’s or any team member’s past clients as references. Please indicate three clients related to the projects listed in Section 4.1 of this Appendix that GEFA may contact as a reference. For each, please provide:
 - 4.5.1. Client name and contact information for the primary contact at the client’s office
 - 4.5.2. Dates during which services were performed for the client
 - 4.5.3. Brief description of exact services performed by the Offeror or team member for the client
- 5. **Project Approach:** Provide information concerning your proposed approach to fulfilling the Scope of Services for the project being solicited in the RFQ, including:
 - 5.1. Provide detailed description of Offeror’s approach to fulfilling the Scope of Services. Include, at minimum, information about Offeror’s approach to any performing the below activities. The description should touch on all items in the Scope of Services the Offeror deems important.
 - 5.1.1. Completing the monitoring action plan.
 - 5.1.2. Performing contractual monitoring and reporting back to GEFA.

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- 5.1.3. Performing technical monitoring and reporting back to GEFA.
- 5.1.4. Providing energy savings evaluation data within the timeframe allotted.
- 5.2. Is the Offeror capable and willing to meet the project deadlines? Please describe any concerns the Offeror has concerning the project schedule, if any.
- 5.3. Please describe the Offeror's approach to controlling the quality of the work and monitoring reports upon which the project results depend.
- 5.4. Is the Offeror capable of and willing to fulfill the tasks and objectives described in the following Sections of the Scope of Services? Please provide comments concerning any difficulties you foresee in fulfilling the tasks and/or objectives described in each of these sections of the Scope of Services.

Appendix E

AGREEMENT BY AND BETWEEN

THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

AND _____, CONTRACTOR

This Agreement (hereinafter "Agreement") is entered into this ___ day of _____ 2011 (the date to be inserted by the last party to execute), by and between the Division of Energy Resources of the Georgia Environmental Finance Authority (hereinafter "GEFA"), an instrumentality of the State of Georgia (hereinafter "State") and a public corporation, whose address for the purposes of this Agreement is 233 Peachtree Street NE, Harris Towers, Suite 900, Atlanta, GA, 30303, and _____ (hereinafter "Contractor"), a _____, whose address for the purposes of this Agreement is _____ (GEFA and Contractor collectively referred to as the "Parties").

WHEREAS, the U.S. Department of Energy's (hereinafter "DOE"), State Energy Program (hereinafter "Federal Program"), established pursuant to various federal laws, provides grants for states to design and carry out renewable energy and energy efficiency programs; and

WHEREAS, pursuant to O.C.G.A. § 50-23-32, the Division of Energy Resources of GEFA is authorized to, among other things, administer federal programs, accept and disburse federal, state and private grant funds for energy related matters, and enter into contracts for such purposes; and

WHEREAS, GEFA administers the Federal Program through the Georgia State Energy Program (hereinafter "Georgia SEP") by funding renewable energy and energy efficiency projects in the State of Georgia (hereinafter "Projects"); and

WHEREAS, the Contractor has the personnel, equipment, facilities, and technical expertise to carry out the Projects.; and

WHEREAS, GEFA requires the services of Contractor to implement the Georgia SEP/EECBG.

NOW THEREFORE in consideration of the mutual benefits and promises made herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, GEFA and the Contractor agree as follows:

1. SERVICES AND STANDARDS

1.1 Services. The Contractor shall provide the services as set forth in Exhibit "A," entitled Standard Scope of Services, attached hereto and incorporated herein by reference (hereinafter "Services"). The Contractor may engage subcontractors to perform portions of the Services, provided that GEFA has approved, in writing, each such

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subcontractor, and further, providing that the Contractor remains fully responsible for all work performed by its subcontractors.

1.2 American Recovery and Reinvestment Act. The Contractor shall carry out the Services in accordance with the special provisions of the American Recovery and Reinvestment Act of 2009 (hereinafter "ARRA"), entitled ARRA Scope of Services attached hereto as Exhibit "B" and by this reference incorporated herein. In the event of conflict, the stipulations in Exhibit "B" shall take precedence over any conflicting terms in this Agreement or in the Standard Scope of Work in Exhibit "A".

1.3 Standards. The Contractor shall perform the Services in accordance with the degree of care, learning, skill, and ability which is ordinarily possessed by other persons doing similar work in that industry.

2. TERM AND COMPENSATION

2.1 Term. Unless sooner terminated as hereinafter provided, the term of this Agreement shall commence on the ___ day of ____, 2011 (hereinafter "Commencement Date"), and end upon completion of the Services, but no later than 11:59 p.m. on the 31 day of June, 2012 (hereinafter "Term").

2.2 Consideration. In consideration of the Contractor performing the Services, GEFA shall pay Contractor a fee of no more than _____ (\$_____), subject to the availability of funds from the U.S. Department of Energy. The contractor will provide a cash or in-kind match of _____ (___%) of total grant expenditures.

2.3 Method of Payment. To request payment, Contractor shall submit monthly invoices to GEFA for reimbursement of expenses incurred by Contractor during the calendar month immediately preceding the date of the invoice (hereinafter "Invoice"), for GEFA's review and approval. If approved, GEFA will make payment to Contractor within thirty (30) days of receipt by GEFA of a complete and proper Invoice. GEFA will reimburse Contractor for eligible expenses incurred and paid by the Contractor on or after the Effective Date.

2.4 Maximum Amount Payable for Fees. In no event shall GEFA be liable for fees in excess of the amount set forth in Section 2.2 above.

3. PROJECT TERMS

3.1 Inspections and Monitoring. GEFA, DOE and their agents, shall have the right to inspect the physical location of any Project undertaken pursuant to this Agreement. Inspections will be conducted during regular business hours.

3.2 Reports. Contractor shall provide reports to GEFA as required by the Standard Scope of Services.

3.3 Access and Audit. GEFA shall have access to any pertinent books, documents, papers, and records of the Contractor for the purpose of making audits. Records of reimbursable expenses and expenses pertaining to services performed shall be kept on the basis of generally accepted accounting principles and shall be available to GEFA at mutually convenient times, but in no event more than seventy-two (72) hours after a written request from GEFA.

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3.4 Open Records Act. Pursuant to the Open Records Act, O.C.G.A. 50-18-70 (hereinafter "Act"), all public records received or maintained by the Contractor are subject to disclosure. Contractor shall notify GEFA no later than twenty-four (24) hours after receipt of a request for disclosure of any public record. Failure to comply with this provision is a material breach of this Agreement which may result in termination for cause.

4. RELEASE

Release of Claims. The Contractor shall, and cause its subcontractors to, indemnify, release and hold GEFA, its officers, members, employees and the State of Georgia, its departments, agencies and instrumentalities, harmless from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by GEFA and any of its officers, members, or employees), claims, suits and judgments to the extent arising or resulting from performance of work under this Agreement. Contractor shall ensure that the provisions of this Section be included in all contracts and subcontracts.

5. INSURANCE

5.1 Liability Insurance. For During the Term, the Contractor shall maintain professional liability insurance (errors and omissions insurance) applicable to the Services being performed. If there is no professional liability insurance product applicable to the Services being performed, the Contractor shall maintain a commercial general liability policy covering his Services. The Contractor shall file with GEFA a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance with limits of not less than One Million and No/Dollars (\$1,000,000) per occurrence. Any deductibles and self-insurance retention shall not be greater than Twenty-Five Thousand and No/Dollars (\$25,000).

5.2 Workers Compensation Insurance. During the Term, the Contractor shall maintain Workers Compensation insurance in the statutory amounts required. The Contractor shall file with GEFA a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of workers compensation insurance meeting statutory requirements.

6. CONTRACT ADJUSTMENTS, CONTINGENCIES AND TERMINATION

6.1 Changes. No material changes in the scope of Services, including any increase or decrease in compensation, shall be allowed without the execution of a supplemental agreement or written amendment by and between GEFA and the Contractor.

6.2 Contingency. This Agreement is expressly contingent upon: (i) the ability of GEFA to reach an agreement with the DOE for the Project; and (ii) the availability of funds from the DOE for the Project.

6.3 Termination for Convenience of the Government (Without Cause). GEFA may at any time, and for any reason or without any reason or cause, terminate this Agreement by giving the Contractor written notice specifying the termination date; provided that in the event of termination under this provision, GEFA shall pay to the Contractor

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all fees properly due: (i) for services already performed prior to the effective date of the termination; and (ii) for all reimbursable expenses incurred. In the event of such termination the Contractor shall have no claim for any sum of money in excess of what is allowed in this Section, as a result of or relating to such termination.

6.4 Termination For Cause. In the event the Contractor: (i) fails to perform any of the terms, covenants, or provisions of this Agreement required to be performed by the Contractor; or (ii) fails to make progress in the Services hereunder in a reasonable manner; or (iii) its conduct impairs or prejudices the interests of GEFA or violates any of the terms, covenants, or provisions of this Agreement, GEFA shall have the right to terminate this contract by giving the Contractor notice in writing of the fact and date of such termination, and all work product and other documents relating to the Services shall be surrendered forthwith by the Contractor to GEFA.

7. COMPLIANCE WITH APPLICABLE LAW

7.1 Certifications.

7.1.1 Drug-Free Workplace. Contractor certifies that it has read, understands, and will comply with the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act."

7.1.2 Conflicts of Interest. The Contractor certifies that the provisions of O.C.G.A. § 45-10-1 *et seq.* concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

7.2 Minority Participation Policy. It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O. C. G. A. §48-7-38.

7.3 Compliance with Georgia Executive Orders Concerning Ethics. The Contractor warrants that he and his firm have complied with the Governor's Executive Orders concerning ethics matters, including, but not limited to, Executive Order dated January 13, 2003 (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists). In this regard, the Contractor certifies that any lobbyist employed or retained by the Contractor or his firm has both registered and made the required disclosures required by the Executive Orders, as amended.

7.4 Discrimination in Employment Prohibited. The Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance

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Programs, Equal Employment Opportunity, Department of Labor," and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

7.5 Discrimination Prohibited. No person in the United States shall, on the ground of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. The Contractor will comply with the regulations promulgated by the DOE, pursuant to the Civil Rights Act of 1964, and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

7.6 Political Activity Prohibited. None of the funds, materials, property or services provided by GEFA or the Contractor under this Agreement shall be used in the performance of this Agreement for any political activity, in accordance with O.C.G.A. § 50-20-3.

7.7 Environmental and Historic Preservation Laws. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the DOE, or other awarding Federal agency, to ensure compliance with applicable laws including, but not limited to: the National Environmental Policy Act, the National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The Contractor shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

7.8 Debarment and Suspension. No contract shall be entered into with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

7.9 Copeland "Anti-Kickback" Act. The Contractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

7.10 Byrd Anti-Lobbying Amendment. The Contractor shall cause its contractors who apply or bid for an award of \$100,000 or more, to certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

7.11 Compliance with Federal, State and Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments, including, but not limited to:

- (i) O.C.G.A. §§ 50-20-2 through 50-20-8 relating to certain reports required of nonprofit Contractors who contract with the State;

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- (ii) provisions for state and federal audit requirements in O.C.G.A. §§ 36-81-7, 50-20-3, and OMB Circular No. A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156;
- (ii) provisions for federal procurement in OMB Circular No. A-102 and 110;
- (iii) provisions for federal cost principles in 10 C.F.R. Part 440, and OMB Circulars Nos. A-87 and A-122.

8. GENERAL TERMS

8.1 Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, GEFA shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

8.2 No Estoppel. No course of action or failure to act by GEFA or any of its officers, members, employees, agents or other representatives shall modify this Agreement, waive rights under it or arising from its breach, or to estop GEFA from enforcing its terms.

8.3 Captions. The caption of each numbered provision hereof is for identification and convenience only and shall be disregarded in construing this Agreement.

8.4 Relationship of Parties. Neither this Agreement nor any actions of the parties or their officers or employees will create any agency relationship or joint venture between GEFA and the Contractor. GEFA is not an agent or representative of the Contractor and the Contractor is not an agent or representative of GEFA. The Contractor shall be solely responsible for its activities undertaken pursuant to this Agreement.

8.5 Notices. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the parties to be notified at such party's address as follows:

AS TO GEFA:

Jennifer Wilson
Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

Monday, December 13, 2010

Telephone: (404) 584-1000

Facsimile: (404) 584-1069

AS TO CONTRACTOR:

8.6 Applicable Law. The law of Georgia shall govern this Agreement.

8.7 No Assignment. The Contractor may not delegate away its responsibility and obligations under the Agreement or assign any rights it may have under it without the expressed permission of GEFA.

8.8 Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, and their respective successors and assigns. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Agreement.

8.9 Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

8.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise stated, supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.

IN WITNESS WHEREOF, GEFA and the Contractor, through their duly authorized officers and representatives, have signed, sealed, and delivered this Agreement as of the date first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

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Contractor

DIVISION OF ENERGY RESOURCES
GEORGIA ENVIRONMENTAL FINANCE
AUTHORITY

BY: _____

BY: _____

Position: _____

Position: _____

Attest: _____

Attest: _____

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EXHIBIT A
SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

REPORTING REQUIREMENTS

Reports shall be submitted in accordance with the *Instructions & Guidance for Monthly Reporting: State Energy Program Contracts*, attached hereto as Attachment 1 to Exhibit A, and incorporated herein by reference.

EXHIBIT A: ATTACHMENT I

INSTRUCTIONS AND GUIDANCE FOR MONTHLY PROGRAM STATUS REPORTING

All contractors receiving funding from the State Energy Program must submit monthly and quarterly reports describing progress towards the milestones set forth in Exhibit A: Scope of Services. Project milestones are negotiated at the beginning of the contract and remain consistent throughout the term of the award.

Quarterly Reporting Requirements: Each quarter, the contractor indicates the number of steps taken toward completion. Together these steps added across all four quarters should meet or exceed the number of activities planned as indicated in the quarterly report (Program Status Report - PSR). These should be submitted no later than fifteen days after the end of each quarter as indicated in each contract. The dates for are as follows:

Q1: Covers: October 1 – December 31; Due: Friday, January 15

Q2: Covers: January 1 – March 31; Due: Thursday, April 15

Q3: Covers: April 1 – June 30; Due: Thursday, July 15

Q4: Covers: July 1 – September 30; Due: Friday, October 15

Monthly Reporting Requirements: The contractor must submit a monthly report for all contractual and technical monitoring progress during the previous month. These should be submitted no later than the fifteenth day of each month in which no quarterly reports are due.

Invoices should be submitted along with the quarterly or monthly reports. Invoices will only be paid when accompanied with a report. If a contractor fails to deliver reports in a timely fashion, GEFA may revoke the contract with a 60 day notice.

In addition to the Program Status Reports described in this section, all contractors are required to complete a separate quarterly report in compliance with Section 1512 of the ARRA. The Section 1512 Reports shall be submitted in accordance with the instructions provided in Exhibit B, Section II, attached hereto, and incorporated herein by reference.

EXHIBIT B
ARRA SCOPE OF SERVICES

SECTION I: GENERAL PROVISIONS

A. The parties shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issued for the purpose of implementing the ARRA program (hereinafter "ARRA Obligations");

B. Because some requirements of the ARRA program lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like, GEFA shall provide Contractor with specific ARRA requirements as they are issued or are otherwise made available to GEFA by the Federal Government, which requirements shall be binding on the Contractor as a condition of the Contractor's participation in the ARRA program, and as a condition of receipt of funds under the program, PROVIDED:

1. That such additional requirements shall be issued by GEFA in writing in the form of ARRA program guidance, bulletins and/or directives;
2. That such additional requirements shall be issued by GEFA in the most timely and expeditious manner practicable;
3. That such additional requirements shall be reasonably necessary to satisfy the Contractor's and GEFA's ARRA Obligations and to realize the purposes of ARRA;
4. That major and material changes in the ARRA program and/or ARRA requirements which substantially affect the Contractor's and/or GEFA's ability to fulfill their ARRA Obligations or otherwise serve to create a substantial hardship on either the Contractor or GEFA shall be subject to an amendment to this Agreement;
5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in subsection B. 4 above, in a reasonable period of time, given the exigencies of the ARRA program, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and

6. That upon GEFA's good faith determination, delivered to the Contractor by written notice, that Agreement between the parties to any necessary amendment as contemplated in subsection B. 4 above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established GEFA procedure and policy and as required under Federal and State law.

C. The Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to the Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of ARRA program requirements and ARRA Obligations and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above., to include, but not limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with ARRA and ARRA Obligations. Should the Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to GEFA as soon as is practicable.

D. For purposes of ensuring full compliance with ARRA and ARRA Obligations, GEFA may initiate special audits, monitoring visits and requests for ARRA program-related information, which Contractor shall provide and/or accommodate in a timely fashion.

E. In the event that Contractor fails to assist and cooperate with GEFA in its oversight functions as provided in subsection D., or should GEFA determine Contractor has not met its obligations under this Agreement, the following may occur:

1. GEFA may issue a written, detailed finding and directive, advising Contractor of its failure to meet its obligations, which directive shall specify a time certain within a reasonable period of time, given the urgency and time constraints associated with ARRA, in which Contractor must be in full compliance with the directive;
2. Should Contractor's fail to comply with the finding and directive in accordance with subsection E. 1 above, GEFA may suspend ARRA program payments to Contractor as provided herein until such time as Contractor is in compliance;

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3. Should Contractor dispute GEFA's finding, Contractor shall within 15 days of receipt of the finding deliver a written rebuttal to GEFA which GEFA shall evaluate and respond to within ten days, stating whether the finding shall be revoked, amended or enforced;
4. Any suspension of ARRA payments as provided in subsection E. 2 above shall be conditioned upon GEFA providing the Federal funding agency with copies of its finding(s) and directive(s) together with Contractor's rebuttal(s);
5. Should the Federal funding agency have or be willing to conduct an investigative or review process, the payment suspension shall be in force until such time as the Federal funding agency affirms or recommends or compels reversal of GEFA's finding(s);
6. Contract status and payment obligations disputes which are not resolved to the mutual satisfaction of the parties through the procedures specified in subsections E. 1) to 5) above, shall be resolved in accordance with procedures established for the standard (non-ARRA) GEFA programs under applicable Federal and State law, provided GEFA may, at its option, withhold ARRA program payments until final resolution of the matter as provided in this subsection.

F. The Contractor shall, to the extent practical and feasible, include in all informational materials made available to the general public, including but not limited to newsletters, bulletins, fliers, advertisements, forms and signs, the following phrase: "This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the Georgia Environmental Finance Authority."

F. Separate Accounting

Contractor shall segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

G. Quarterly Reporting

The Contractor should report the following metrics, as applicable, quarterly to GEFA (jobs created and retained apply to all activities):

1. Jobs Created
 - Number
 - Type
 - Duration
2. Jobs Retained
 - Number
 - Type
 - Duration
3. Building Codes and Standards
 - Name of new code adopted
 - Name of old code replaced
 - Percentage of new construction in state covered by new code
4. Building Retrofits
 - Number of buildings retrofitted, by sector
 - Square footage of buildings retrofitted, by sector
5. Clean Energy Policy
 - Number of state alternative energy plans developed
 - Number of state renewable portfolio standards established
 - Number of state interconnection standards established
6. Building Energy Audits
 - Number of audits performed, by sector
 - Floor space audited, by sector
 - Auditor's projection of energy savings, by sector
7. Energy Efficiency Rating and Labeling
 - Types of energy consuming devices for which energy-efficiency rating and labeling systems were endorsed by the State government, schools, or institutional procurement
 - Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)
8. Industrial Retrofit Support
 - Number of buildings retrofitted, by industry type

- Square footage of buildings retrofitted, by industry sector

9. Loans, Grants, and Incentives

- Number and monetary value of loans given
- Number and monetary value of grants given
- Number and monetary value of incentives provided

10. Renewable Energy Market Development

- Number and size of solar energy systems installed
- Number and size of wind energy systems installed
- Number and size of other renewable energy systems installed

11. Tax Credits

- Monetary value of tax credits given, by sector

12. Technical Assistance

- Number of contacts in which energy efficiency or renewable energy measures were recommended, by sector

13. Transportation

- Number of alternative fuel vehicles purchased
- Number of conventional vehicles converted to alternative fuel use
- Number of new alternative refueling stations emplaced
- Number of new carpools and vanpools formed
- Number of energy-efficient traffic signals installed
- Number of street lane-miles for which synchronized traffic signals were installed

14. Workshops, Training, and Education

- Number and type of workshops, training, and education sessions held
- Number of people attending workshops, training, and education sessions

H. Annual Reporting

The Contractor should report the following metrics annually to GEFA:

1. Energy Savings (kilowatt-hour [kWh] equivalents)

- Annual reduction in natural gas consumption (mmcf)
- Annual reduction in electricity consumption (megawatt-hour [MWh])
- Annual reduction in electricity demand (megawatts [MW])

2. Annual reduction in fuel oil consumption (gallons)

- Annual reduction in propane consumption (gallons)
- Annual reduction in gasoline and diesel fuel consumption (gallons)

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3. Renewable Energy Capacity and Generation
 - Amount of wind-powered electric generating capacity installed (MW)
 - Amount of electricity generated from wind systems (MWh)
 - Amount of photovoltaic generating capacity installed (MW)
 - Amount of electricity generated from photovoltaic systems (MWh)
 - Amount of electric generating capacity from other renewable sources installed (MW)
 - Amount of electricity generated from other renewable sources (MWh)
4. Emissions Reductions (tons of CO₂ equivalents)
 - GHG
 - Criteria air pollutants

EXHIBIT B
ARRA SCOPE OF SERVICES

SECTION II: SECTION 1512 REPORTING REQUIREMENTS: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

A. Section 1512 of the Recovery Act requires reports on the use of Recovery Act funding by GEFA no later than the 10th day after the end of each calendar quarter (beginning the quarter ending September 30, 2009) and for the Federal agency providing those funds to make the reports publicly available no later than the 30th day after the end of that quarter.

B. GEFA is responsible for reporting the information required by Section 1512 of the Act and as provided in any Guidance on the Act, including the Federal Funding Accountability and Transparency Act (FFATA) data elements for the contractors of GEFA required under 1512(c)(4). In addition, GEFA must report three additional data elements associated with any vendors receiving funds from GEFA for any payments greater than \$25,000. Specifically, GEFA must report the identity of the vendor by reporting the D-U-N-S number, the amount of the payment, and a description of what was obtained in exchange for the payment. If the vendor does not have a D-U-N-S number, then the name and zip code of the vendor's headquarters will be used for identification. Vendors, as defined in the guidance, are not required to obtain a D-U-N-S number.

C. Contractor shall no later than the 5th day after the end of each calendar quarter beginning the quarter ending December 31, 2009), provide GEFA with a report on the use of Recovery Act funding, in accordance with Section 1512 of the Act and as provided in any Guidance on the Act. The report shall cover the contract period of August 1, 2009 through March 31, 2012 and is due:

Quarter Ending	Report Due
December 31	January 5
March 31	April 5
June 30	July 5
September 30	October 5

- D. General Requirements. The Contractor report to GEFA shall include the following:
1. Total amount of funds received, and of that, the amount spent on projects and activities;
 2. A list of those projects and activities funded by name to include:
 - (a) Description;
 - (b) Completion status; and
 - (c) Estimates on jobs created or retained.
 3. Details on sub-awards and other payments.

E. FFATA Data Elements. The Contractor report to GEFA shall also include the FFATA data elements required under Section 1512(c)(4) for payments from GEFA to Contractor. In addition, the Contractor shall report one data element associated with any vendors receiving funds from the Contractor. Specifically, the Contractor must report, for any payments greater than \$25,000, the identity of the vendor by reporting the D-U-N-S number, if available, or otherwise the name and zip code of the vendor's headquarters. Vendors are not required to obtain a D-U-N-S number.

The specific data elements to be reported by GEFA and Contractor are included in the data dictionary contained in the *Recipient Reporting Data Model*. This document will be published on OMB's website and www.Recovery.gov as supplemental materials to the January 22, 2009 Guidance. Below are the basic reporting requirements to be reported on prime recipients, recipient vendors, sub-recipients, and sub-recipient vendors. Administrative costs are excluded from the reporting requirements. The basic reporting requirements below may contain multiple data elements as defined in the data dictionary.

Prime Recipient/GEFA

- 1. Federal Funding Agency Name**
- 2. Award identification**
- 3. Recipient D-U-N-S**
- 4. Parent D-U-N-S**
- 5. Recipient CCR information**

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6. CFDA number, if applicable
7. Recipient account number
8. Project/grant period
9. Award type, date, description, and amount
10. Amount of Federal Recovery Act funds expended to projects/activities
11. Activity code and description
12. Project description and status
13. Job creation narrative and number
14. Infrastructure expenditures and rationale, if applicable
15. Recipient primary place of performance
16. Recipient area of benefit
17. Recipient officer names and compensation (Top 5)
18. Total number and amount of small sub-awards; less than \$25,000

Recipient Vendor

1. D-U-N-S or Name and zip code of Headquarters (HQ)
2. Expenditure amount
3. Expenditure description

Sub-Recipient/Contractor (also referred to as FFATA Data Elements)

1. Sub-recipient D-U-N-S
2. Sub-recipient CCR information
3. Sub-recipient type
4. Amount received by sub-recipient
5. Amount awarded to sub-recipient
6. Sub-award date
7. Sub-award period
8. Sub-recipient place of performance
9. Sub-recipient area of benefit
10. Sub-recipient officer names and compensation (Top 5)

Sub-Recipient Vendor

D-U-N-S or Name and zip code of HQ

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F. Jobs Creation Estimates. The Contractor shall report to GEFA jobs estimates for each project or activity, as required by Section 1512(c)3(D) of the Recovery Act. The final detailed reporting requirements for recipients of grants, cooperative agreements, loans and contracts along with data entry instructions will be posted on www.FederalReporting.gov as explained in federal agency award terms/clauses.

The points below provide an overview of the key requirements and supplemental guidance on reporting the employment impact of the Recovery Act funded work.

- Prime recipients are required to report an estimate of jobs directly created or retained by project and activity or contract. Recipients will be required to report an aggregate number for the cumulative jobs created or retained for the quarter in a separate numeric field. Recipients will also be asked to provide a narrative description of the employment impact. While no change is being made to the actual information required to be reported, the clarification that this information will be collected in two separate fields – one numeric and a text field for the narrative – is an update from previous Recovery Act guidance.
- A job created is a new position created and filled or an existing unfilled position that is filled as a result of the Recovery Act; a job retained is an existing position that would not have been continued to be filled were it not for Recovery Act funding. A job cannot be counted as both created and retained. Also, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.
- The estimate of the number of jobs required by the Recovery Act should be expressed as “full-time equivalents” (FTE), which is calculated as total hours worked in jobs created or retained divided by the number of hours in a full-time schedule, as defined by the recipient (see Section 5.3 for more information). The FTE estimates must be reported cumulatively each calendar quarter.
- Recipients of grants, cooperative agreements, and loans must include in the aggregate number and their narrative description an estimate of jobs created and retained on projects and activities managed by their funding recipients. This clarification is a change from previous guidance, based on comments received on the Federal Register notice and stakeholder input. For additional guidance on providing these estimates see Section 5.4. Recipients should not attempt to report on the employment impact on materials suppliers and central service providers (so-called “indirect” jobs) or on the local community (“induced” jobs). Employees who are not directly charged to Recovery Act supported projects/activities, who, nonetheless, provide critical indirect support, e.g., clerical/administrative staff preparing reports, institutional review board staff members, departmental administrators, are NOT counted as jobs created/retained. Recipients report only direct jobs because they may not have sufficient insight or consistent methodologies for reporting indirect or induced

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jobs. The Council of Economic Advisers is developing a macro-economic methodology to account for the overall employment impact of the Recovery Act.

- The narrative should include a brief description of the types of jobs created or retained. This description may rely on job titles, broader labor categories, or the recipient's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.
- Recipients will report for all projects and activities or federally awarded contracts regardless of whether they are funded in whole or in part by the Recovery Act, but should report only on the jobs and funding attributable to an award under the Recovery Act.

Recipients must include an estimate of jobs created and retained on projects and activities managed by their funding recipients in their aggregate number and their narrative description. This information will be provided for each project and activity funded by the Recovery Act. The clarification that recipients must report jobs estimates for all sub-awarded funds is an update from previous guidance.

EXHIBIT B
ARRA SCOPE OF SERVICES

SECTION III. WAGE RATE REQUIREMENTS, BUY AMERICAN PROVISIONS, INSPECTION OF RECORDS: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

A. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

1. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act).

2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 C.F.R. parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section.

3. Contractor shall comply with the wage rate requirements under Section 1606 of the ARRA, and shall require its contractors and subcontractors to pay laborers and mechanics employed on ARRA-assisted construction at least the Davis-Bacon prevailing wages. Contractor shall cause the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) to be incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

B. BUY AMERICAN

1. None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

2. Subsection 1 shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that –

- a. applying subsection 1 would be inconsistent with the public interest;
- b. iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

3. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection 1 based on a finding under subsection 2, the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

4. This section shall be applied in a manner consistent with United States obligations under international agreements.

5. Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

C. AUTHORITY OF U.S. COMPTROLLER GENERAL

1. Pursuant to Section 902 of the ARRA, the U.S. Comptroller General and his representatives shall have the authority to:

(a) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(b) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

2. Contractor shall cause the provision in subsection C.1, or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

D. AUTHORITY OF FEDERAL INSPECTOR GENERAL

1. Pursuant to Section 1515(b) of the ARRA, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), shall have the authority to:

(a) examine any records of the Contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(b) interview any officer or employee of the contractor, subcontractors, grantee, subgrantee, or any state or local government agency administering the contract, regarding such transactions.

2. Contractor shall cause the provision in subsection D.1, or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

EXHIBIT B
ARRA SCOPE OF SERVICES

SECTION IV. ADDITIONAL PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

A. ADMINISTRATIVE REQUIREMENTS

For all Contractors, administrative requirements of the awards will be governed by Section 1512 of the American Recovery and Reinvestment Act of 2009.

B. CENTRAL CONTRACTOR REGISTRATION (CCR)

1. As required under the Recovery Act, Contractor must have a Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com) (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov). (ARRA § 1512, ARRA § 1609)
2. Contractor must maintain active and current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which it has active federal awards funded with Recovery Act funds.

C. PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS CONTRACTORS' LABOR RELATIONS ON FEDERALLY FUNDED CONSTRUCTION PROJECTS

1. Unless in conflict with the State of Georgia or local laws, Contractor must ensure that bid specifications, project agreements, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 - a. Require or prohibit bidders, offerors, Contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s);
or

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- b. Otherwise discriminate against bidders, offerors, Contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
2. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
3. Nothing in this provision prohibits bidders, offerors, Contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

D. PROCUREMENT

All funds under this Agreement expended through a subcontract for personal services or goods shall be fully subject to open and free competition as directed by OMB Circulars A-102 and A-110. Contractor may not rely on prior contractual relationships with a subcontractor as the sole justification a subcontract awarded with ARRA funds. Contractor must fully implement all procurement procedures and requirements pursuant to Subsection C.

E. WHISTLEBLOWERS PROTECTION

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of ARRA as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform GEFA in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

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- Gross management of an agency contract or grant relating to covered funds;
- Gross waste of covered funds;
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration

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agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the Recovery Act shall post notice of the rights and remedies as required therein. See www.Recovery.gov.

F. PROHIBITED USE OF FUNDS

Pursuant to the Recovery Act, Section 1604, Restrictions, Contractor shall not use Recovery Act funds to support or benefit projects or activities for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools.

G. INFORMATION IN SUPPORT OF RECOVERY ACT REPORTING

Contractor is responsible for maintaining and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Contracting Officer or designee.

H. FALSE CLAIMS ACT

Contractor shall promptly refer to GEFA for transmission to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

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EXHIBIT C

BUDGET

Please note the following key information regarding invoices:

- All invoices for the previous month should be submitted by the 15th day of the current month.
- GEFA's fiscal year ends June 30. Any invoices for the previous fiscal year must be submitted by July 13 or they will be ineligible for payment.
- All final invoices must be submitted within 45 days of the termination of the contract to be eligible for payment.
- Invoices must be submitted through GEFA's online invoicing system. Hard copy or e-mailed invoices will not be accepted.

The budget for the contractor is below.

Budget Narrative

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EXHIBIT E: TIMELINE

The contractor will adhere to the below timeline. The contractor will notify GEFA in writing if it falls behinds schedule. GEFA reserves the right to revoke the contract with 60 days notice if the contractor fails to show progress.

<u>Summary of Activities</u>	<u>Time Frame</u>
	01/01/11-03/31/11
	04/01/11-06/30/11
	07/01/11-09/30/11
	10/01/12-12/31/12
	01/01/12-03/31/12
	04/01/12—6/30/12