[STATE AGENCY NAME]

REQUEST FOR PROPOSALS

FROM

PREQUALIFIED ENERGY SERVICE PROVIDERS

FOR

STATE OF GEORGIA

Project #[STATE AGENCY NAME]-RFP-1

REQUEST FOR PROPOSALS

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**REQUEST FOR PROPOSALS**

# DEFINITIONS

Unless otherwise provided herein, the following terms[[1]](#footnote-1) shall be defined as follows:

## “Acceptance of the Work” shall mean a time when ESP’s performance of the entire scope of the ECM Installation Work is complete in strict conformance with the Contract Documents, in accordance with Section 13.1 of the GESPC.

## “Act” shall mean the Guaranteed Energy Savings Performance Contracting Act, O.C.G.A. §§ 50-37-1 through 50-37-8, as may be amended from time to time.

## “Agreement,” as used in the GESPC, shall mean the Guaranteed Energy Savings Performance Contract, or GESPC.\*

## “Annual Review” shall mean the annual review, reconciliation, and verification of the Verified Savings in accordance with Section 5.2 of the GESPC.

## “Audit” shall mean the Investment Grade Energy Audit performed by ESP pursuant to O.C.G.A. § 50-37-3(e), in accordance with the Audit Agreement.

## “Audit Agreement” shall mean the Investment Grade Energy Audit Agreement pursuant to which, and in accordance with which, an ESP shall conduct the Audit.

## “Audit Fee” shall mean the compensation to which ESP is entitled, if any, for performance of the Audit, as set forth in the Audit Agreement.

## “Audit Report” shall mean the report that ESP is required to produce pursuant to the Audit Agreement and which shall include a summary of ESP’s recommendations for ECMs resulting from the Audit.

## “Authority” shall mean the Georgia Environmental Finance Authority.

## “Base Period” shall mean the period of time during for which ESP shall examine consumption and usage of electricity, fossil fuels, water, and other applicable utilities for the purpose of developing an appropriate Baseline.\*

## “Baseline” shall mean a base year of consumption and usage data that is representative of each month of the Base Period, established by agreement in the GESPC, and which is used to calculate Verified Savings in accordance with the GESPC.

## “Change Order” shall mean a written order to ESP executed by the authorized representative of Owner, issued after execution of the GESPC, authorizing and directing a change in the Work or an adjustment in ECM Installation Payments or the Project Installation Schedule, or any combination thereof, in accordance with Article 9 of the GESPC.\*

## “Contract Amendment” shall mean a written agreement that has been executed by Owner and ESP, in accordance with Article 9 of the GESPC.\*

## “Contract Documents” shall consist of the documents identified in Section 8.1 of the GESPC that form the GESPC.\*

## “Contract Time for Verified Savings” shall mean the period of time beginning on the later of (i) Acceptance of the Work or (ii) the date Owner provides a Notice of Commencement of Contract Time for Verified Savings (if any), and shall end at the end of the fiscal year that is       years thereafter.

## “Contract Time for Work” shall mean the period of time beginning on the date that the Work under the GESPC is permitted to proceed, through the date established for Final Completion.

## “ECM” shall mean energy conservation measures, as defined in the Act, that (i) are identified in Schedule A of the GESPC, (ii) are installed in accordance with the GESPC, and (iii) constitute capital expenditures for federal income tax purposes.

## “ECM Continuing Services” shall mean annual services provided pursuant to the GESPC, including but not limited to training, operation, maintenance,monitoring***,*** repairs, replacements, and adjustments, measurement and verification, and the Annual Review.

## “ECM Continuing Services Payments” shall mean compensation for ECM Continuing Services provided pursuant to the GESPC.

## “ECM Installation Payments” shall mean compensation for ECM Installation Work provided pursuant to the GESPC.

## “ECM Installation Work” shall mean work associated with the design, procurement, fabrication, construction, installation, testing, and commissioning of ECMs provided pursuant to the GESPC.

## “ECM Modification” shall mean the modification or replacement of ECMs, installation of additional ECMs, revisions to procedures for the operation of ECMs, or implementation of other procedures at the Premises, in accordance with Section 3.5 of the GESPC.\*

## “ECM Submittal Schedule” shall mean a schedule identifying the dates for submission of all ECM Submittals as set forth in the GESPC.\*

## “ESP” (i) as used in the Audit Agreement and GESPC, shall have the meaning set forth in the introductory paragraph thereof, and (ii) as used in the RFP, shall mean an Energy Service Provider. The term shall include companies that meet the definition of either an ESP or an Energy Service Company (“ESCO”) set by the National Association of Energy Service Companies (“NAESCO”). ESPs are not required to be accredited by or members of NAESCO. For the purposes of the RFP, an ESP is also required to possess:

1. a record of successful guaranteed energy savings performance contract projects with documented verified savings that meet or exceed their guarantees;
2. technical and managerial competence to develop comprehensive energy efficiency projects, including but not limited to lighting measures; efficient motors and drives; and measures involving heating, ventilation, and air conditioning systems;
3. technical and managerial competence to provide a full range of energy services, including conducting investment grade energy audits; providing or arranging for project financing; design engineering; providing operations and maintenance services; and verifying energy savings according to accepted industry practice;
4. experience in the design, implementation, and installation of ECMs and the technical capabilities to verify that such measures achieve guaranteed energy and operational cost savings or enhanced revenues, according to accepted industry practice; and
5. the ability to secure or arrange the financing necessary to support energy savings guarantees.

## “Event of Default” shall have the meaning set forth in Article 5 of the Audit Agreement, and Section 10.4 of the GESPC.\*

## “Final Completion” shall mean that stage in the progression of the Work under the GESPC when ESP has fully performed the Work, including but not limited to the ECMs, in strict accordance with the Contract Documents, except for the warranty obligations and such other obligations that extend beyond Final Completion of the Work.

## “Fiscal Year” (whether or not such term is capitalized) shall mean the fiscal year adopted by the State of Georgia. If a period of time begins on a date that is not the first day of the State of Georgia’s fiscal year, then the first fiscal year for such period of time shall be shortened so as to end on the day before the first day of the State of Georgia’s next fiscal year. If a period of time ends on a date that is not the last day of the State of Georgia’s fiscal year, then the last fiscal year for such period of time shall be shortened so as to end on the day the period of time ends.

## “Guaranteed Energy Savings Performance Contract” or “GESPC” shall mean the contract for the evaluation, recommendation, and implementation of one or more ECMs, and associated guaranty of Guaranteed Savings, in accordance with the Act and as more fully set forth in the terms of the GESPC.

## “Guaranteed Savings” shall mean the level of energy savings, operational cost savings, and revenue enhancements identified in Schedule B of the GESPC.

## “Industry Engineering Standards” shall mean

1. Life cycle costing;
2. The R.S. Means-estimated costing method developed by the R.S. Means Company;
3. Historical data;
4. Manufacturer's data;
5. American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) standards;
6. International Performance Measurement and Verification Protocol; and
7. Other applicable technical performance standards established by nationally recognized standards authorities, but only if Owner specifically consents in writing to the use of such standard.\*

## “Issuing Officer” shall mean the person identified in the RFP who is the sole point of contact for the RFP.

## “Material Change” shall mean any change in or to the Premises after Acceptance of the Work, not covered by Schedule K of the GESPC, whether structural, operational or otherwise in nature, that results in an increase or decrease in Verified Savings by at least %, in the aggregate, after adjustments to account for variables that are not, in whole or in part, within ESP’s control. A change is not a Material Change if it results, in whole or in part, from ESP’s failure to perform any obligation in accordance with the Contract Documents, including but not limited to defective or deficient installation of ECMs and Work, failure to perform or properly perform maintenance, repairs, replacements, or similar tasks under Section 4.1, or failure to perform or properly perform any duty in connection with the Audit. A change is not a Material Change if it results, in whole or in part, from malfunction or nonperformance of an ECM.

## “Notice of Award” or “NOA” shall mean a Notice of Award, which signifies Owner’s selection of one or more ESPs pursuant to the RFP.

## “Notice of Commencement of Contract Time for Verified Savings” shall mean the written document executed by Owner indicating that the Contract Time for Verified Savings shall begin. Such notice shall not relieve ESP of any obligation under the GESPC or the Audit Agreement.

## “Notice of Intent to Award” or “NOIA” shall mean a Notice of Intent to Award, which signifies Owner’s preliminary selection of one or more ESPs pursuant to the RFP.

## “Owner” (i) as used in the Audit Agreement and GESPC, shall have the meaning set forth in the introductory paragraph thereof, and (ii) as used in the RFP, shall mean the State Agency that issued the RFP pursuant to the Act and which may enter into an Audit Agreement and a GESPC with an ESP for the proposed Project.

## “Preliminary Technical Energy Audit Report” shall mean the report prepared in connection with an ESP’s Proposal and further described in Article 2 of Attachment C (Form of Preliminary Technical Proposal) of the RFP.

## “Preliminary Technical Proposal” or “Proposal” shall mean the proposal submitted in response to the RFP, in the form set forth in the Attachment C of the RFP, to the extent such proposal complies with the requirements and standards set forth in the RFP.

## “Premises” (i) as used in the Audit Agreement, shall mean the facilities listed in Attachment A of the Audit Agreement, (ii) as used in the GESPC, shall mean the facilities listed in Schedule D of the GESPC, and (iii) as used in the RFP, shall mean shall mean the facilities listed in Attachment A of the RFP.

## “Prequalified ESPs” shall mean those ESPs listed on the Prequalification List.

## “Prequalification List” shall mean the list of Prequalified ESPs selected by the Authority in connection with the RFQ for Project #928-E-RFQC-0000007.

## “Project” shall mean the design and installation of ECMs, operation and maintenance of ECMs, and all other Work and services required under a GESPC.

## “Project Installation Schedule” shall mean the schedule for Work contained in Schedule J of the GESPC.\*

## “Proposed Savings” shall mean anticipated energy, operational, water, or waste-water savings, cost savings, savings or revenue increases, but only if such amounts are verifiable and appropriate, as set forth in the Audit Agreement.\*

## “Qualification Period” shall mean the three-year period beginning with the publication of the Prequalification List during which Prequalified ESPs will be eligible to receive RFPs under the Act.

## “Resident ESP” shall mean an ESP that has regularly maintained a place from which business is physically conducted in Georgia for at least one (1) year prior to the submission of its Statement of Qualifications, or a new business that is domiciled in Georgia which regularly maintains a place from which business is physically conducted in Georgia. A post office box, site trailer, or temporary structure is not a place of business for purposes of the RFP.

## “Request for Proposals” or “RFP” shall mean the document issued by Owner to elicit Preliminary Technical Proposals from selected Prequalified ESPs for the proposed Project.

## “Request for Statements of Qualifications” or “RFQ” shall mean the document issued by the Authority to establish the Prequalification List.

## “Schedule of Events” shall mean the schedule identified in the RFP that lists the preliminary dates and times certain events in the RFP procurement process shall occur.

## “Statement of Qualifications” or “SOQ” shall mean the responses submitted by ESPs in response to the RFQ.

## “State Agency” or “State Agencies” shall mean every state agency, authority, board, bureau, commission, and department of the State of Georgia, including but not limited to the Board of Regents of the University System of Georgia and its universities.

## “Substantial Completion” shall mean that stage in the progression of the Work under the GESPC when the Work is sufficiently complete in accordance with the Contract Documents that Owner can enjoy beneficial use and occupancy of the Work, including but not limited to ECMs, and can utilize such Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.\*

## “Verified Savings” shall mean actual energy savings, operational cost savings, and revenue enhancements realized with reference to the Baseline set forth in Schedule E of the GESPC, and determined in accordance with the methods and procedures in Schedule M of the GESPC, in accordance with Section 5.2 of the GESPC. Verified Savings shall result solely from ECMs installed or performed by ESP in accordance with the GESPC.

## “Work” shall mean all work and services required or implied by, or reasonably inferable from, the GESPC and Contract Documents, including but not limited to work associated with all ECMs identified in Schedule A of the GESPC and installed in or on the Premises listed in Schedule D of the GESPC, in accordance with Section 3.1 of the GESPC.\*

# GENERAL INFORMATION

## Owner and Issuing Officer

This RFP is issued by Owner's Name, which is hereinafter referred to as “Owner.” The following Issuing Officer is the sole point of contact for this RFP: Issuing Officer's Name; Contact Information and E-mail.

## Eligible Respondents

Only eligible respondents may respond to this RFP. Eligible respondents include ESPs that are identified on the Prequalification List as a Prequalified ESP as a result of RFQC No. 928-E-RFQC-0000007.

## Purpose

The objective of this RFP is to select one or more ESPs to provide the services outlined in this RFP to Owner for a proposed GESPC Project. Owner is issuing this RFP to at least three (3) Prequalified ESPs with the goal of first executing an Audit Agreement and, if Owner so elects, subsequently executing a GESPC. By issuing this RFP, Owner is inviting Prequalified ESPs who receive the RFP to submit Preliminary Technical Proposals for the proposed Project. This RFP establishes the rules and procedures for Prequalified ESPs to prepare and submit Preliminary Technical Proposals.

ESPs must review the form of Audit Agreement and the form of GESPC because they indicate the scope of services and obligations to be undertaken by ESPs. ESPs should not anticipate any modifications to these forms. ESPs should also review the Act for applicable statutory rules.

## Background

In 2010, the Georgia Constitution was amended to authorize the State of Georgia to finance governmental energy efficiency and conservation improvement projects in which an ESP guarantees specified savings or revenue gains that result solely from such projects. During the 2010 session, the General Assembly implemented the authorization in the Georgia Constitution by passing the Act. It provides the statutory authority for State Agencies, such as Owner, to enter into GESPCs.

Under the Act, a GESPC must include a written guarantee from the ESP that the dollar value of Verified Savings will meet or exceed the cost of the ECMs, including associated finance charges, within, at most, a twenty-year (20) period beginning at a time set forth in the GESPC and no earlier than Acceptance of the Work. A GESPC shall require ESPs to perform an Annual Review of the Verified Savings and must hold ESPs liable for any annual savings shortfall.

# OVERVIEW OF THE OPPORTUNITY

## General Selection Information

To be selected pursuant to this RFP, ESPs are required to submit a Preliminary Technical Proposal. Owner will select the ESP that best meets the needs of Owner in accordance with criteria established by Owner, including but not limited to the comprehensiveness of the Proposal, comprehensiveness of cost-saving measures, experience, quality of technical approach, overall benefits to Owner, and other factors determined by Owner to be relevant to the implementation of the proposed Project. The specific evaluation criteria are set forth in Section 4.2 of this RFP.  Owner’s selection will not be based solely on lowest cost.

## General Procurement Information

An ESP selected under this RFP will be required to execute an Audit Agreement, a form of which is attached hereto as Attachment H. If Owner elects to install or implement the ECMs recommended by ESP, ESP will be required to execute a GESPC, a form of which is attached hereto as Attachment I. In deciding whether to submit a Proposal, ESP should review the forms of Audit Agreement and GESPC.

## Investment Grade Energy Audit Agreement

After making a final selection under this RFP, Owner and the selected ESP will execute the form of Audit Agreement, whereby ESP will conduct an Audit of the Premises. In accordance with the Audit Agreement, ESP will be required to produce an Audit Report summarizing its recommendations for ECMs based on anticipated energy, operational water, or waste-water cost savings or revenue increases resulting from the ECMs. The Audit Report must include (i) a detailed economic analysis of the proposed Project's performance over the Contract Time for Verified Savings; (ii) estimates – for each ECM – of all costs of installation, maintenance, service, and repairs; and (iii) estimates of Verified Savings to be achieved.

If the Audit Report’s cost and fee estimate is greater than, or guaranteed savings is less than, ten percent (10%) of such amounts in ESP’s Preliminary Technical Energy Audit Report, then Owner may terminate the Audit Agreement in accordance with the terms thereof, and Owner shall not be obligated to pay any amount to ESP in connection with this Audit Agreement.

## Guaranteed Energy Savings Performance Contract

After ESP performs the Audit and submits the Audit Report, Owner, in its sole discretion, may elect to execute a GESPC with ESP, whereby ESP shall design, procure, fabricate, construct, install, commission, and test those ECMs that Owner selects, and in which ESP guarantees a set level of Guaranteed Savings.

The GESPC shall comprise two phases of work: (1) ECM Installation Work and (2) ECM Continuing Services. As part of the ECM Installation Work, ESP shall provide detailed designs and specifications for the ECMs and surrounding areas of the Premises for Owners review and comment. ESP shall make all reasonable modifications requested by Owner. ESP shall then proceed to provide ECM Submittals for each ECM. When Owner approves such ECM Submittals, ESP will move forward with installation and implementation of ECMs. ESP shall at all times comply with the Project Installation Schedule.

The Contract Time for Work shall begin on the date such work is permitted to proceed under the GESPC and continue through the date established for Final Completion in the GESPC. ECM Continuing Services shall occur as provided in the GESPC, but may continue during and after the Contract Time for Verified Savings, which shall begin on the later of (1) Acceptance of the Work or (2) the date Owner provides a Notice of Commencement of Contract Time for Verified Savings, and shall end at the end of the fiscal year that is (     ) years thereafter.

In accordance with the Act, a GESPC must include a guarantee that the dollar value of Verified Savings will meet or exceed the cost of the ECMs within the Contract Time for Verified Savings, which shall be no longer than twenty (20) years from Acceptance of the Work. The GESPC will require ESP to provide Owner with an Annual Review of the Guaranteed Savings and Verified Savings, and will hold ESP liable for any annual Verified Savings shortfall. Prior to entering into a GESPC, Owner must submit a proposed GESPC to the Director of the Authority for review and approval.

The GESPC will further require ESP to furnish to Owner an energy savings guarantee bond, a bank letter of credit, or other surety instrument acceptable to the Owner equal to the amount of Guaranteed Savings for the Contract Time for Verified Savings. As Verified Savings are realized during the Contract Time for Verified Savings, the value of the energy savings guarantee bond, bank letter of credit, or other surety instrument may decrease proportionately in an amount determined by Owner.

# PROPOSAL EVALUATION, NEGOTIATION, AND AWARD PROCESS

## General Evaluation Information

The objective of the evaluation process is to select an ESP and identify a Proposal which represents the best value to Owner based on a combination of technical and cost factors. All timely Proposals will be evaluated in accordance with this RFP.

Proposals will be evaluated based on the completeness and quality of the information provided in conformance with this RFP, including all attachments, and in response to any request for additional information. Failure to provide any requested information, and failure to provide information in accordance with the instructions of this RFP, may result in disqualification.

Information provided by ESPs in response to the RFQ issued by the Authority, including but not limited to SOQs, will be made available for review and consideration by Owner in selecting an ESP.

## Administrative/Preliminary Review

As the first step in the evaluation process, the Proposals will be reviewed by the Issuing Officer to ensure Proposals comply with the following requirements:

1. the Proposal was submitted by the deadline set forth in Section 4.7, and
2. the Proposal is apparently complete and contains all required documents.

## Detailed Review

### Initial Factors

If a proposal passes the Administrative/Preliminary Review of Section 4.2, the Proposal will be submitted to Owner for evaluation. Owner will select the ESP whose Proposal best meets the needs of Owner in accordance with the following factors:

1. the comprehensiveness of the Proposal,
2. comprehensiveness of cost-saving measures,
3. experience,
4. quality of technical approach,
5. overall benefits to Owner, and
6. additional factors set forth in Section 4.3.2.

### Additional Factors

In addition to initial factors set forth in Section 4.3.1, the following factors will be considered in the evaluation of Proposals. Such factors are not ranked in order of importance. The criteria have been weighted using the letters A and B, where A indicates an item is most significant, and B signifies the item is significant.

|  |  |
| --- | --- |
| **Project Management** | |
| A | Qualifications and experience of the individuals assigned to this Project and clear assignment of responsibility for various Project tasks to specific individuals |
| B | Clarity of organizational chart |
| B | Reasonableness of Project Work Plan and Milestones |
| B | Quality of proposed Project-specific maintenance plan |
| B | Quality of communication skills of ESP's representatives at oral interviews, if any |
| **Technical Approach** | |
| B | Quality of proposed training for facility staff |
| A | Comprehensiveness of technical analysis and understanding of existing building systems and conditions |
| A | Accuracy and technical creativity of Preliminary Technical Proposal |
| A | Comprehensiveness of proposed ECMs and services |
| B | Reasonableness of proposed Audit Work Plan |
| B | Conceptual design creativity demonstrated during oral interviews, if any |
| A | Quality of baseline energy calculations |
| A | Quality of proposed Project-specific commissioning plan |
| B | Quality of proposed Project-specific measurement and verification plan |
| **Financial Approach** | |
| A | Reasonableness of the Preliminary Cost Proposal |
| A | Reasonableness of Preliminary Cash Flow Analysis |
| B | Dollar value of projected energy savings |
| B | Dollar value of projected operational cost savings and clarity of supporting documentation |
| B | Reasonableness of proposed Audit Fee |
| **Other Factors** | |
|  |  |
|  |  |
|  |  |

## Negotiations of Proposals

Owner possesses discretionary authority to conduct one or more rounds of negotiations of Proposal factors as permitted by Georgia law. The objective of negotiations is to obtain each ESP’s best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, OWNER URGES EACH ESP (1) TO SUBMIT ITS BEST PROPOSAL, AND (2) NOT TO ASSUME IT WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

## Owner’s Right to Allocate Award

Owner reserves the right to allocate the award, if any, among multiple ESPs.

## Public Announcement of Selection

If the expected amount of the anticipated Audit Agreement is $100,000 or more, then the preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award, or NOIA, to [www.website.ga.gov]. The NOIA is not notice of an actual contract award. Instead, the NOIA is notice of Owner’s preliminary selection of one or more ESPs.

If the expected amount of the anticipated Audit Agreement is less than $100,000, then Owner may issue a NOIA, or it may issue a Notice of Award without first issuing a NOIA.

A Notice of Award (“NOA”) is Owner’s public notice of its selection of one or more ESPs and an award of an Audit Agreement resulting from this RFP. The NOA will be publicly posted to [www.website.ga.gov].

NO ESP SHOULD ASSUME THAT PERSONAL NOTICE OF A NOIA OR NOA WILL BE PROVIDED BY OWNER OR THE AUTHORITY. INSTEAD, ALL ESPS SHOULD FREQUENTLY CHECK FOR PUBLIC POSTING OF THE NOIA OR NOA.

If an ESP is identified in a NOIA, then the ESP will be required to enter into discussions with Owner to resolve any contractual differences before an award is made. If Owner does not issue a NOIA, it may notify a preliminarily selected EPS to enter into such discussions. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events herein. Failure to resolve any contractual issues will lead to rejection of ESP’s Proposal. Owner may proceed to engage in discussions with an ESP with the next best Proposal.

Owner reserves the right to modify the form of Audit Agreement for any reason or no reason. However, in developing Proposals, ESPs should anticipate that the form of Audit Agreement will not be modified. Owner may treat ESP’s failure to execute the form of Audit Agreement at the required time as a failure to comply with this RFP.

## Schedule of Events

The following Schedule of Events represents Owner’s best estimate of the schedule that will be followed during this procurement process. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule is delayed, the remaining proposed dates may be adjusted as Owner deems appropriate. Any changes to the Schedule of Events will be publicly posted prior to the closing date of this RFP. After the close of the RFP, Owner reserves the right to adjust the remainder of the proposed dates with or without notice. All times are designated in Eastern Standard Time. The schedule may be changed by an addendum to this RFP.

|  |  |  |
| --- | --- | --- |
| **Description** | **Date** | **Time** |
| RFP available to ESPs at www.website.ga.gov | Mm/dd/yyyy |  |
| Deadline for written questions sent via email to the official referenced in Section 2.1 | Mm/dd/yyyy | 5:00 p.m. |
| Pre-Submission Conference Location:  Enter Conference Address (Street Address, City, State, Postal Code)  Attendance is Insert Either Optional or Mandatory. | Mm/dd/yyyy | hh:mm a/p.m. |
| Responses to Written Questions available at www.website.ga.gov | Mm/dd/yyyy |  |
| Deadline for Submission of Proposals / Close of RFP Date and Time | Mm/dd/yyyy | 5:00 p.m. |
| Oral Interviews (Discretionary) | [X] to [Y] Weeks after Closing |  |
| Proposal Evaluation Completed (on or about) | [X] to [Y] Weeks after Closing | N/A |
| Negotiations Invitation Issued (emailed) (on or about); (Discretionary) | [X] to [Y] Weeks after Closing | TBD |
| Negotiations with Identified ESPs (on or about); (Discretionary) | [X] to [Y] Weeks after Closing | TBD |
| Final Evaluation (on or about) | [X] to [Y] Weeks after Closing | N/A |
| Finalize Terms of Audit Agreement | [X] to [Y] Weeks after closing or Nine calendar days (Check with legal if more time is needed) | N/A |
| Notice of Intent to Award\* Audit Agreement (on or about) | [X] to [Y] Weeks after Closing | N/A |
| Notice of Award of Audit Agreement (on or about) | X calendar days after NOIA | N/A |
| Audit Agreement Executed |  |  |
| Audit Conducted |  |  |
| GESPC Negotiations (Discretionary) |  |  |
| GESPC Presented and Signed (Discretionary) |  |  |

\*In the event the estimated value of the Audit Agreement is less than $100,000, Owner reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

# PROPOSAL INSTRUCTIONS AND SUBMISSION; RULES AND RESTRICTIONS

## Submission Format

### ESPs are required to submit three (3) complete sets of their Proposal on CD-ROM.

### Use caution in creating electronic files to be included on a CD. If Owner is unable to open an electronic file due to a virus or because the file has become corrupted, the ESP’s Proposal may be considered incomplete, and the ESP may be disqualified from further consideration.

### Use commonly accepted software programs to create electronic files. The Owner has the capability of viewing documents submitted in the following formats: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). In the event Owner is unable to open an electronic file because Owner does not have ready access to the software utilized by ESP, ESP’s Proposal may be considered incomplete, and the ESP may be disqualified from further consideration.

### ESPs must submit a Proposal including the information outlined below. Incomplete Proposals or Proposals missing required information may be deemed unresponsive.

### Each electronic filename must begin with the name of the ESP.

### Each CD-ROM must be labeled with the name of the ESP, Project #[STATE AGENCY NAME]-RFP-1, and of total CDs.

## Submission Deadline

### Proposals must arrive at the office of Owner on or before the time specified in the Schedule of Events.

### **It is the sole responsibility of the ESP to have its Proposal delivered on CD-ROM to Owner on or before the deadline. Proposals received after the specified deadline will be considered non-responsive and will not be evaluated**.

## Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 2.1 of this RFP. No questions other than written questions will be accepted. No responses other than written responses should be considered. All ESPs must submit questions by the deadline identified in the Schedule of Events. ESPs are cautioned that Owner, in its sole discretion, may elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFP must be submitted in the following format:

ESP Name

Question #1 Question, Citation of relevant section of the RFP

Question #2 Question, Citation of relevant section of the RFP

## Owner’s Right to Request Additional Information

Prior to contract award, Owner must be assured that the selected ESP has all of the resources to successfully perform under the contract. If, during the evaluation process, Owner is unable to assure itself of the ESP’s ability to perform, then Owner may request any information deemed necessary to evaluate the ESP and its Proposal. If such information is requested, ESP will be notified through the Issuing Officer identified in Section 2.1. ESP must respond and provide the requested information within the time specified in the request or, if not specified in the request, within (7) business days of the date of the request.

## Attending Pre-Submission Conference

The Pre-Submission Conference or any other information session (if indicated in the Schedule of Events) will be held at the offices referred to in Section 2.1of this RFP. Unless otherwise indicated, attendance is not mandatory; although ESPs are strongly encouraged to attend. If a conference is indicated as mandatory, then a representative of the ESP must attend the conference in its entirety to be considered eligible for selection under this RFP. The ESP is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The Owner reserves the right to consider any representative arriving late to be considered absent. Therefore, all ESPs are strongly encouraged to arrive early to allow for unexpected travel contingencies.

## Restrictions on Communicating with Staff

From the issue date of this RFP until the NOA is issued (or the RFP is officially cancelled), ESPs who receive this RFP are not allowed to communicate for any reason with any of Owner’s or Authority’s staff, except (i) through the Issuing Officer identified in Section 2.1 of this RFP, (ii) during the Pre-Submission Conference (if any), (iii) as expressly permitted by this RFP, and (iv) as provided by and as necessary for existing work agreements. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, e-mails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. Owner reserves the right to reject the Proposal of any ESP that violates this provision.

## Proposal Certification

By submitting a Proposal in response to the RFP, the ESP acknowledges, certifies, represents, and warrants that:

1. ESP has thoroughly read this RFP; and
2. ESP agrees to comply with the procedures, instructions, and provisions contained herein; and
3. ESP’s Proposal constitutes an irrevocable offer to perform the work and services identified therein; and
4. The Proposal submitted by the ESP shall be irrevocable and held open for a period of one hundred and twenty (120) daysfrom the RFP closing date; and
5. ESP guarantees and certifies that all items included in the ESP’s Proposal meet or exceed any and all of the RFP’s specifications and requirements, except as expressly stated otherwise in the ESP’s Proposal; and
6. The 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; and
7. The Proposal is genuine and is not made in the interest or on behalf of any undisclosed person or entity; and
8. ESP has not directly or indirectly included or solicited any other ESP to submit a false or insincere Proposal, or induced any person or entity to refrain from submitting a Proposal;
9. 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; and
10. ESP shall comply with all other applicable laws and regulations governing procurement under this RFP.

ESP agrees that it has carefully examined the RFP and has the responsibility to request clarification on any issues in the RFP.

## Reservations

### Rejection of Proposals; Owner’s Right to Waive Immaterial Deviation

Owner 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 listed in Proposals. Owner may also reject Proposals that do not contain all elements and information requested in this RFP, or which fail to comply in any manner with the requirements of this RFP.

### Owner’s Right to Amend and/or Cancel the RFP

Owner reserves the right to amend this RFP. Any revisions will be made in writing prior to the RFP closing date and time. By submitting a Proposal, ESP shall be deemed to have accepted all terms and agreed to all requirements of the RFP, including any revisions or additions made prior to the close of the RFP, whether or not such revision occurred prior to the time ESP submitted its Proposal. ESPs are encouraged to frequently check the RFP for additional information, which may be posted online at <http://ssl.doas.state.ga.us/PRSapp/>. Finally, Owner reserves the right to cancel this RFP at any time.

# General Business Requirements

## Agreement to Comply with General Business Requirements

This **Article** contains general business requirements. By submitting a Proposal in response to this RFP, the ESP is certifying its agreement to comply with all of the identified requirements of this Article and that all costs for complying with these general business requirements are included in the ESP’s submitted pricing.

## Standard Insurance Requirements

If selected under this RFP, the ESP shall procure and maintain insurance which shall protect the ESP and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations, and as further set forth in any contracts resulting from this solicitation. Required policies shall include workers compensation insurance, commercial general liability insurance, automobile insurance, and professional liability (errors and omissions policy).

Within ten (10) business days of execution of the Audit Agreement, the ESP must procure the required insurance and provide Owner with two (2) Certificates of Insurance. Certificates must reference the Audit Agreement by project number. The ESP’s submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

## Performance and Payment Bonds

### Performance Bonds

If Owner executes a GESPC, ESP shall be required to furnish a performance bond to Owner for the faithful performance on the GESPC in an amount equal to the contract price. The bond shall be issued by a corporate surety authorized to do business with the State of Georgia and must be listed on the U.S. Department of Treasury’s list of approved bond sureties. The performance bond must be submitted to Owner by the time set forth in the GESPC, but in any event, prior to the beginning of any contract performance.

### Payment Bond

If Owner executes a GESPC, ESP shall be required to furnish a bond to secure payment of all claims for materials furnished and labor performed by a subcontractor in performance of the GESPC. The ESP must (1) receive approval from Owner prior to utilizing the subcontractor and (2) submit the payment bonds to Owner prior to permitting the approved subcontractors to begin work or otherwise enter the Premises. The payment bond shall be in amount equal to the contract price. The bond shall be issued by a corporate surety authorized to do business with the State of Georgia and must be listed on the U.S. Department of Treasury’s list of approved bond sureties.

## Indemnification

An ESP selected under this RFP agrees to indemnify, defend, and hold harmless Owner, the Authority, the State of Georgia, and each of their assigns, employees, agents, attorneys, and consultants (“Indemnitees”) from and against all claims, demands, liabilities, suits, judgments and decrees, losses, costs, and expenses of any kind or nature whatsoever due to (i) injuries or death of any person or persons, (ii) damage to any property, or (iii) the use, misuse, violation, or infringement of intellectual property rights of a third party, which occurs directly or indirectly from performance by ESP or its employees, agents, associates, or subcontractors (“Indemnitors”) of any contract resulting from this RFP, including but not limited to the Audit Agreement and GESPC, or from any negligent or wrongful act or omission by Indemnitors. The indemnity obligations of this Section shall also apply to any activities performed by Indemnitors in connection this RFP, such as developing Proposals, Preliminary Technical Energy Audit Reports, preliminary inspections, analyses, or calculations, or responding to requests for information.

## Licensing

With submission of a Proposal, ESP agrees to comply with any and all applicable licensing requirements under Georgia law.

## Reciprocal Preference Law

For the purposes of evaluation only, Resident ESPs will be granted the same preference over ESPs residing in another state in the same manner, on the same basis, and to the same extent that preference is granted by such other state to ESPs residing therein.

## Small and Minority Business Enterprise

It is the policy of the State of Georgia that small businesses and minority business enterprises have a fair and equal opportunity to participate in the State purchasing process. Owner encourages all small businesses and minority business enterprises to compete for contracts to provide goods, services, and construction, and encourages ESPs to solicit minority business enterprises in procuring subcontractors and suppliers. This desire on the part of Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. ESPs and subcontractors that utilize qualified minority subcontractors may qualify for a Georgia state income tax credit for qualified payments made to such minority subcontractors. See O.C.G.A. Section 48-7-38. The Department of Administrative Services maintains a list of certified minority business enterprises.

## Employment Authorization Program

In accordance with the Georgia Security and Immigration Compliance Act, as amended, any ESP that enters into a contract for the physical performance of services shall register and participate in the federal work authorization program, or E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements. ESPs and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. Section 13-10-91.

# ADDITIONAL TERMS AND CONDITIONS

## Costs for Preparing Proposals in Response to this RFP

In exchange for the opportunity to participate in this RFP process, all ESPs agree that submitted Proposals will become the property of Owner at no cost to Owner. Expenses for preparing and submitting the Proposal are the sole cost of ESPs. The cost of developing the Proposals, including the Preliminary Technical Energy Audit Report, and participating in the procurement process (including the protest process) is the sole responsibility of the ESP. Owner shall have no liability for, and will not provide reimbursement for, any such costs. Owner assumes no responsibility under this RFP that will result in any cost to Owner.

## Protest Process

Any ESP that is aggrieved in connection with the selections and awards pursuant to this RFP may protest on the grounds of irregularities in the RFP procedures, but not based upon the evaluation of each Proposal. Written protests must be filed with the Issuing Officer identified in Section 2.1of this RFP within (i) ten (10) calendar days of the publication of the NOIA, or (ii) if Owner does not publish a NOIA, ten (10) days of the publication of the NOA.

The written protest must include a statement with particular facts and grounds identifying the basis for the protest, including applicable statutes, laws or ordinances. For purposes of this section and the deadlines specified herein, a written protest shall be considered filed when an email containing the protest, either in the body of the email or as an attachment to the email, is received by the Issuing Officer identified in Section 2.1of this RFP. Any such written protest must contain a subject line that includes the phrase “Written Protest” along with a reference to the RFP number.

Failure to timely file a written protest in conformance with this Section shall constitute a waiver of rights of protest. Any and all actions or decisions of Owner in response to the protest shall be final. Notwithstanding anything to the contrary herein, nothing in this RFP, nor any statement by Owner or the Authority or any other agent of the State of Georgia, shall not give rise to any right of recovery hereunder.

## Owner-Specific and Project-Specific Terms and Conditions

Any Owner-specific and project-specific terms, conditions, preferences, and requirements are attached as Attachment B to this RFP. ESPs shall review same prior to submitting a Proposal. The costs of complying with the terms and conditions contained insuchAttachment must be included in any pricing quoted by the ESP in its Proposal. Any specific terms and conditions in such Attachmentshall not contradict or vary the terms hereof, unless the Authority has expressly consented thereto. In its Proposal, ESP shall expressly identify in writing any contradictions, variations, or ambiguities in or among this RFP or its attachments.

## Agreement to Contract Forms

ESP acknowledges its acceptance of this RFP’s terms, conditions, specifications, and requirements. ESP consents to the form of Audit Agreement and its terms, conditions, and exhibits and attachments.

## Appropriations

If Owner executes a GESPC with ESP, payments due under such GESPC shall be subject to the terms thereof and the Act. The Act provides that payments under a GESPC are conditioned upon appropriations by the General Assembly.

## No Effect on Other Agreements

Nothing in this RFP or any Proposal in response hereto shall vary or modify the terms and conditions of any future agreement between Owner and any ESP. The terms and conditions of any future agreement will control the parties’ rights, obligations, and remedies arising thereunder.

## List of RFP Documents

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

1. RFP (this document)
2. Attachment A: List of Premises
3. Attachment B: List of Owner-specific and Project-specific terms, conditions, preferences, and requirements
4. Attachment C: Form of Preliminary Technical Proposal
5. Attachment D-1: Project Installation Cost Form
6. Attachment D-2: Project Services Cost Form
7. Attachment E: Form of Implementation Cost by Energy Conservation Measure
8. Attachment F: Form of First Year Estimated Annual Cost Savings by ECM
9. Attachment G: Form of GESPC Cash Flow Summary
10. Attachment H: Form of Audit Agreement
11. Attachment I: Form of Guaranteed Energy Savings Performance Contract
12. Attachment J: SPD-SP054 Immigration and Security Form

# Attachment A: List of Premises

# Attachment B: List of Owner-Specific and Project-Specific Terms, Conditions, Preferences, and Requirements

Note: This Attachment should list the normal business hours for the operations at each Premises. Normal business hours are subject to change in Owner’s discretion.

# Attachment C: Form of Preliminary Technical Proposal

Each ESP is required to fully answer all questions in each category listed below. Provide your responses as set forth in the RFP. Enumerate and title each answer to the corresponding Article and Section. Font size should be no smaller than 10 point. All pages in Proposal should be numbered sequentially and not exceed thirty (30) single-sided pages. This page limitation does not apply to Section 1.2 (Project Team Members), the proposed project-specific Commissioning Plan, Measurement and Verification Plan, Maintenance Plan, Preliminary Technical Energy Audit Report, and all Attachments listed in Article 3 hereof. ESPs must also include a Table of Contents, which indicates the Section and page numbers corresponding to the information included.

# ESP BACKGROUND, PROJECT MANAGEMENT, AND EXPERIENCE

## ESP Energy Savings Performance Contracting Experience

Identify all energy savings performance contracts, or similar agreements, executed by ESP in the past five (5) years. With respect to each such contract, (i) identify the project owner and type of facilities, (ii) for each facility, identify the ECMs installed or implemented, (iii) identify the energy savings, water savings, or operational cost savings that has been measured and verified as directly resulting from such ECMs, (iv) state the amount of the contract price and annual guaranty amount, (v) state whether any guaranty or related contract obligation has been invoked because of a deficiency of energy savings, water savings, or operational cost savings, and (vi) state whether you have been a party to any litigation or arbitration, or whether a contract counterparty has invoked contractual dispute resolution provisions, for an alleged breach by ESP.

## Project Team Members

Briefly describe the relevant experience, qualifications and educational background for up to ten (10) individual team members assigned to Owner’s Project using the format provided below. Do not include individual resumes in lieu of the requested information. Owner expects ESP to identify only those team members that ESP anticipates will work directly on the Project if ESP is selected under this RFP.

|  |  |
| --- | --- |
| ESP’s Technical Qualifications and Personnel Information Form | |
| Personnel Information | |
| Name of Project team member: |  |
| Current Employment  Current job title:  Number of years with ESP:  Primary office location:  Job responsibilities: |  |
| Previous Employment  Company name:  Number of years with firm:  Job responsibilities: |  |
| Educational Background  Degrees/disciplines:  College/university: |  |
| Professional/Technical  Professional affiliations:  Publications:  Technical training:  Indicate the total years of relevant energy-related experience for this individual: |  |
| Five Year History of Guaranteed Energy Savings Project Experience | |
| List all energy performance contracting projects this individual has been involved with during the past five Years including:  Project location:  Type of facilities:  ECMs Implemented:  Year implemented:  Dollar value of installed project costs: |  |
| Describe the specific role and responsibilities this individual had for each listed project. |  |
| Provide a detailed description of the role and responsibilities this individual will have for the duration of this project. |  |
| Describe any other relevant technical experience. |  |

Submit an organizational chart that clearly identifies the roles and relationships of all key team members specifically assigned to this Project.

## Premises Evaluation

Describe your approach to selecting ECMs for facilities. Describe the criteria you use to evaluate whether an ECM is appropriate and feasible for particular facilities and for set levels of comfort.

## Commissioning

Describe your approach to commissioning installed or implemented ECMs.

## Measurement and Verification

Describe your approach to measurement and verification of Verified Savings. With regard to various types of ECMs, explain your general approach to verify the resultant Verified Savings.

## Maintenance and Service

Describe your approach to continuing maintenance and service of installed or implemented ECMs. State the length of time you normally provide or would expect to provide such services for various types of ECMs.

## Warranty and Repairs

Describe your approach to warranting ECMs, related equipment, and work to install or implement same. Describe your typical procedures for responding to warranty claims under energy savings performance contracts. Describe your approach and typical procedures to performing repair work on any defective, deficient, non-conforming, or incomplete work under an energy savings performance contract.

## Subcontracting and Subconsulting

Describe your approach to subcontracting and subconsulting, and identify the factors you consider in determining whether to subcontract portions of work or services. If you generally use particular subcontractors or subconsultants more than others, identify them and describe the scope of work or services they typically perform.

# PROJECT- AND SITE-SPECIFIC TECHNICAL INFORMATION

## ESP shall conduct a Preliminary Technical Energy Audit as described in this Article.

### The preliminary audit is to be conducted by ESP on the Premises identified in this RFP. At a minimum, the following information is required:

#### Identification of preliminary ECMs;

#### Technical data and assumptions used;

#### Methods used to develop baseline consumption;

#### Detailed energy and operational cost savings calculations

#### Projected unit energy savings; and

#### Methods for calculating and documenting operational cost savings.

### Anticipated ECMs Summary

Based on a preliminary review of the Premises, describe any preliminarily suggested ECMs and the basis for such suggestions. Provide a summary description of the activities required to install or implement each such ECM. Identify any potential problems, difficulties, or obstacles arising from the installation or implementation of each such ECM in the Premises as they currently exist. Explain any proposed solutions, work-arounds, or modifications to the Premises to accommodate the installation or implementation of ECMs. Describe the types of information needed to evaluate the appropriateness of potential ECMs and the facility modifications needed for same.

Based upon a preliminary review of the Premises and available information, discuss the site conditions, status of building systems, current operating procedures and potential cost-effective energy improvement opportunities, whether or not such opportunities constitute ECMs.

### Submission of Report

Include       copies on CD ROM of the Preliminary Technical Audit Report. Clearly label each CD ROM as “      Preliminary Technical Energy Audit Report,” with the name of ESP on the outside of the envelope.

## Project Summary (not to exceed 2 pages)

Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this Project including the added value to Owner of your firm's services.

## Project Work Plan and Milestones

Describe your proposed management plan for accomplishing the work. Provide a Project work plan to include all tasks and activities and a sample timeline of milestones necessary to implement all phases of the Project.

## Audit Information

### Audit Work Plan

Describe your proposed plan for completing the Audit and the Audit Report. The proposed work plan should include all tasks and activities and a sample timeline of milestones necessary to implement all phases of the Audit. In addition, describe your general process for evaluating each major system of energy, water, and operations.

### Baseline Development

Describe your anticipated method of developing the Baseline, including but not limited to (i) the types of data you expect to request and use to establish the Baseline and (ii) efforts to identify and eliminate the effect of abnormal usage data. Describe any computerized modeling programs used to establish the Baseline.

### Information Requests

Identify the types of information you anticipate requesting from Owner for the Audit and the time periods for which such information is requested. ESP should not anticipate Owner agreeing to generate new data. Instead, Owner may produce existing documentation that is not readily available to ESP from third parties.

### Impact on Owner

Identify and describe the expected impact of the Audit on Owner’s resources, personnel, operations, and Premises. If you anticipate interviewing or otherwise interacting with Owner’s personnel, identify the level or position of personnel and the amount of time you anticipate interacting with such personnel. For each activity to be performed onsite at Owner’s Premises, (i) describe the nature of the activity; (ii) state the duration and frequency of the activity; and (iii) describe any potential impact on the operations performed at the facility, including but not limited to noise, usage of space, increased traffic, or relocation.

The Audit should be designed and conducted in a manner that causes the least impact on Owner, the Premises, operations at the Premises, and personnel.

## Energy Savings Performance Contracting Project Summary

### Commissioning Plan

Provide a proposed Project-specific commissioning plan for the proposed ECMs, including a preliminary Project commissioning schedule.

### Measurement and Verification Plan

Summarize the procedures, formulas and methodologies, including any special metering or equipment, you will use to measure and calculate Verified Savings. Identify any procedures you intend to use to protect the integrity of collected data and calculations. Provide a Project-specific Measurement and Verification Plan. Describe if you intend to measure and verify savings that occur before the Contract Time for Verified Savings and how such savings will be documented and verified.

### Material Changes

Describe the methods and formulas you have used and anticipate using to suggest adjustments to the Baseline arising from Material Changes.

### ECM Maintenance and Service

ESP should assume that if Owner elects to execute a GESPC, then ESP will be required to perform all necessary maintenance and related tasks on ECMs and related equipment for no less than the duration of the Contract Time for Work and Contract Time for Verified Savings, as such terms are defined in the form of GESPC. ESP should also assume that it will provide services, labor, and equipment for the operation, maintenance,monitoring***,*** repair, replacement, and adjustment to the ECMs.

Submit a proposed Project-specific Maintenance Plan. Identify and describe the necessary continuing tasks related to operation, maintenance,monitoring***,*** repair, replacement, and adjustment to the ECMs before and after the installation and implementation of proposed ECMs. Include the frequency and period of time that each task is required. Provide a chart of major items.

Identify any major changes to operations, personnel, procedures, or maintenance of the facility and its existing equipment and systems that you anticipate resulting from the installation or implementation of proposed ECMs.

### Training Provisions

Describe your firm’s proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to Project performance.

### Disposal and Recycling

State how you anticipate disposing or recycling any materials or equipment removed from the Premises.

### Emissions and Waste Reduction

Identify any positive or negative impact on air quality emissions, waste reduction, or waste-heat reduction that you anticipate arising from the installation or implementation of proposed ECMs.

### Distributed Generation

If any proposed ECMs results in the generation of electricity, then identify all federal, state, and local laws that you expect to apply, and describe your approach to complying with such laws and ensuring Owner’s comp0liance with same.

# FINANCIAL INFORMATION

## Audit Fee

Identify the proposed Audit Fee for the Audit. Provide a detailed breakdown and allocation of the Audit Fee among each task and activity identified in response to Section 3.1.1. Include ESP’s cost for each category, and separately state amounts for overhead and profit.

## Available Financial Incentives

Describe any opportunities that may be available to incorporate renewable energy credits or utility or governmental incentives into the proposed Project and how such incentives would be calculated and credited to the Project based on the proposed scope of work and ECMs. Identify any and all incentives that ESP will seek or may receive in connection with the Project.

## Financial Schedules

ESP shall complete the following forms:

1. Project Installation Cost Form attached hereto as Attachment D-1.
2. Project Services Cost Form attached hereto as Attachment D-2.
3. Form of Implementation Cost by Energy Conservation Measure attached hereto as Attachment E.
4. Form of First Year Estimated Annual Cost Savings by ECM attached hereto as Attachment E.
5. Form of GESPC Cash Flow Summary attached hereto as Attachment F.

Solely for the purpose of completing such schedules, ESP should assume a guaranty term of      , and an interest rate of      . While the schedules generally present Owner’s intended deliverable, ESP may add rows or columns as necessary to present all requested information.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **State Project Name:** | | | **State Project #:** |
|  | **ESP Name:** | | | **Date Submitted:** |
|  | **Submittal Identifier:** | | | |
|  | **HARD COSTS** | **Percent of Total** | | **$ Amount** |
|  | **Furnish and Install all ECMs** |  | |  |
|  | **Contingency1** |  | |  |
| **A** | **SUBTOTAL HARD COSTS** |  | |  |
|  |  | | | |
|  | **SERVICE FEES** | **Percent of Total** | | **$ Amount** |
|  | **Performance and Payment Bonds** |  | |  |
|  | **Engineering, Design Plans and Specifications** |  | |  |
|  | **Project Management, Onsite Construction Supervision** |  | |  |
|  | **Investment Grade Audit Fee** |  | |  |
|  | **Maintenance** |  | |  |
|  | **Commissioning** |  | |  |
|  | **Construction Period Interest (if applicable)** |  | |  |
|  | **Cost of Guarantee Security Instrument** |  | |  |
|  | **Other** |  | |  |
| **B** | **SUBTOTAL SERVICE FEES** |  | |  |
| **C** | **SUBTOTAL DIRECT COSTS (A + B)** |  | |  |
|  |  | **Percent of Total** | | **$ Amount** |
|  | **Overhead and General Conditions** |  | |  |
|  | **Profit** |  | |  |
| **D** | **SUBTOTAL OVERHEAD, PROFIT** |  | |  |
|  |  | | | |
| **E** | **TOTAL PROJECT COST (C + D)2** |  | |  |
|  | **Notes:** |  |  |  |
| **1** | **Contingency not to exceed 10% of Furnish and Install** |  |  |  |
| **2** | **Total Project Cost must match Total Implemented ECM Cost from Attachment \_ "Implementation Cost by Energy Conservation Measure"** | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **State Agency Name:** | | | **State Project #:** | | | |
| **ESP Name:** | | | **Date Submitted:** | | | |
| **Submittal Identifier:** | | | | | | |
|  | | | | | | |
| **ECM** | **M&V** | **Contract Management** | **O&M** | **Training** | **Other** | **Total** |
|  | | | | | | |
|  |  |  |  |  |  | **$** |
|  |  |  |  |  |  | **$** |
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|  |  |  |  |  |  | **$** |
|  |  |  |  |  |  | **$** |
| **TOTAL** | **$** | **$** | **$** | **$** | **$** | **$** |

Note: This table should reflect costs associated with the first year of such services.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **State Agency Name:** | | | **State Project #:** | | | |
| **ESP Name:** | | | **Date Submitted:** | | | |
| **Submittal Identifier:** | | | | | | |
| ***This schedule is not to be altered or changed in any way, except to add rows as necessary. Please note any clarifications in the comments/explanations area below.*** | | | | | | |
|  |  |  | **Implementation Economics** | | | |
|  | | | | | | |
| **ECM #** | **Description** |  | **ECM Installation Cost1** | **Savings ($)** | **Simple Payback (Years)** | **Expected Service Life (Years)** |
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| **Required Improvements funded by capital funds (subject to 15% limitation and outside of savings guarantee)** | |  |  |  |  |
|  |  |  |  |  |  |
| **Totals2** | |  |  |  | **N/A** |
| **Notes:** | **1 - Includes Hard Costs and proportional amount of Service Fees, and overhead and profit.** | | |  |  |  |
|  | **2 - Total of ECM Installation Cost must match Total Project Cost (Line E) on Attachment D-1 "Project Installation Cost Form"** | | | | | |

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| **State Agency Name:** | | | | | | |  | | | **State Project #:** | | | |  |  |  |  |  |  |
| **ESP Name:** | | | | | | |  | | | **Date Submitted:** | | | |  |  |  |  |  |  |
| **Submittal Identifier:** | | | | | | | | | | | | | |  |  |  |  |  |  |
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|  | ELECTRIC | | | | | | | NATURAL GAS | | | OTHER | | | WATER | | | TOTAL SAVINGS | | |
|  |  |  | [1] |  |  | [2] | [3] |  |  | [4] |  |  | [5] |  |  | [6] | [7] | [8] |  |
|  |  |  |  |  |  |  | [1 + 2] |  |  |  |  |  |  |  |  |  | [3 + 4 + 5 + 6] |  | [7 + 8] |
| ECM # | Baseline Consumption1 | Electric energy savings | Electric energy savings | Baseline Consumption1 | Electric demand savings | Electric demand savings | Total annual electric bill savings | Baseline Consumption1 | Natural gas savings | Natural gas savings | Baseline Consumption1 | Other energy savings | Other energy savings | Baseline Consumption1 | Water savings | Water savings | Total Utility Cost Savings | O&M savings | Estimated annual cost savings |
|  | (kWh/yr) | (kWh/yr) | ($/yr) | (kW/yr) | (kW/yr) | ($/yr) | ($/yr) | (therms/yr) | (therms/yr) | ($/yr) | (units/yr) | (units/yr) | ($/yr) | (kgal/yr) | (kgal/yr) | ($/yr) | ($/yr) | ($/yr) | ($yr) |
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| **Totals2** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **NOTES:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **1** | **Baseline figures are for ECM savings calculation purposes and are not intended to imply an M&V method, but instead relative savings** | | | | | | | | | | | | | |  |  |  |  |  |
| **2** | **Total savings from ECMs must match those shown in Attachment \_ "GESPC Cash Flow Summary"** | | | | | | | | | | | | | |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **Total Project Cost1** | | |  |  |  |  | **Escalation Rates - Utilities2** | |  |  | | **Annual Interest Rate** | | | **N/A** |  |  |  |  | **Electric** |  |  | | **Finance Term (years)** | | | **N/A** |  |  |  |  | **Natural Gas** |  |  | | **Construction Period (months)** | | |  |  |  |  |  | **Water/Sewer** |  |  | | **Guaranteed Savings to** | | |  |  |  |  |  | **Other (specify)** |  |  | | **Projected Savings Ratio** | | |  |  |  |  | **Escalation Rate - Continuing Services** | | |  | |  |  |  |  |  |  |  | **Escalation Rate – ECM Installation** | | |  | | | |
| |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  | **SAVINGS** | | | | |  | **PAYMENTS** | | **TOTAL** | | | **Year3** | **Utility Savings4** | **O&M Savings5** | **Incentives & Rebates** | **Total Projected Savings** | **Total Guaranteed Savings** | **ECM Continuing Services Payments6** | **ECM Installation Payments7** | **Total Payments** | **Net Cash Flow8** | | **1** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **2** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **3** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **4** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **5** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **6** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **7** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **8** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **9** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **10** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **11** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **12** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **13** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **14** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **15** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **TOTAL** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | | |
| **NOTES:** |  |
| **1** | **Must match Total Project Costs on Attachment D-1 " Project Installation Cost Form"** |
| **2** | **Utility Escalation Rates, if any, are set by Agency in RFP** |
| **3** | **Year 1 is the first full year of post-construction performance** |
| **4** | **Includes electricity, natural gas, water/sewer, and other utilities as shown in Attachment F "First Year Annual Estimated Cost Savings by ECM"** |
| **5** | **Any O&M Savings will be rigorously reviewed and must be supported by reducible costs to an agency** |
| **6** | **Includes M&V, contract management, maintenance, training, etc. as per Attachment D-2 "Project Services Cost Form"** |
| **7** | **ECM Installation Payments must be allocated on a straight-line basis over the Contract Time for Verified Savings** |
| **8** | **Net Cash Flow cannot be negative for any year; positive cash flow from one year cannot help make-up another year's shortfall** |

# Attachment H: Form of Audit Agreement

# Attachment I: Form of Guaranteed Energy Savings Performance Contract

# Attachment J: SPD-SP054 Immigration and Security Form

1. Definitions followed by a “\*” indicates that the defined term is not used within this document but may be used in other related documents. [↑](#footnote-ref-1)