[STATE ENTITY/OWNER NAME]

REQUEST FOR PROPOSALS

FROM

ENERGY SERVICE PROVIDERS (PREQUALIFIED BY STATE OF GEORGIA)

FOR

PROJECT NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 RFP Number\_\_\_\_\_\_\_\_\_

Owner's Name

**REQUEST FOR PROPOSALS**

**PROJECT TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFP # \_\_\_\_\_\_\_\_\_\_\_**

# GENERAL INFORMATION

## Owner and Issuing Officer

This request for proposals (RFP) is issued by Owner's Name (hereinafter “Owner”) subsequent to Owner’s receipt of Expressions of Interest (EOI) from respondent energy service providers (ESPs). Eligible respondents include ESPs that are identified on the Prequalification List as a Prequalified ESP, and who have responded affirmatively to Owner’s Request for Expressions of Interest. Only eligible respondents may respond to this RFP.

The objective of this RFP is to select an ESP to provide the services outlined in this RFP to Owner for a proposed Guaranteed Energy Savings Performance Contract (GESPC) Project at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Facilities of Owner). Owner is issuing this RFP to all Prequalified ESPs who have responded affirmatively to Owner’s Request for Expressions of Interest. It is Owner’s goal to first execute an Audit Agreement and, if Owner so elects, subsequently execute a GESPC. By issuing this RFP, Owner is inviting ESPs to submit Preliminary Technical Proposals for the proposed project. This RFP establishes the rules and procedures for ESPs to prepare and submit Preliminary Technical Proposals.

The following Issuing Officer is the sole point of contact for this RFP:

 Issuing Officer's Name; Contact Information and Email.

## Mandatory Site Visit, Communication, and Schedule of Events

A mandatory pre-proposal conference and facilities site visit for eligible ESPs will be hosted by Owner on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will convene in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_a.m./p.m.A representative of the ESP must attend the conference in its entirety to be considered eligible for selection. The ESP is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of this and any mandatory conference. Owner reserves the right to deem late arrivals absent and non-responsive.

A general overview and site visit instructions may be given to ESPs prior to a mandatory guided tour of the facilities. After the pre-proposal conference and site visit, a question and answer period shall begin during which questions about this procurement, project, and/or potential scope of work must be submitted to the Issuing Officer in writing via email. Owner will issue responses to inquiries and any other corrections or amendments it deems necessary via official addenda issued prior to the submittal due date. Respondents shall not rely on representations, statements, or explanations other than those made in this RFP and cumulative addenda to this RFP.

**Important: A restriction of communication is in effect**. Attempts to contact any Owner representative in connection with this RFP other than the Issuing Officer or failure to provide fully responsive submittal information may lead to disqualification. 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. This restriction will remain in effect throughout the RFP phase of the project and subsequent phases until a contract is awarded or the procurement is cancelled.

The following schedule of events represents Owner’s best estimate of the schedule that will be followed during this procurement process. However, Owner reserves the right to make adjustments to the proposed schedule. If a component of this schedule is delayed, the remaining proposed dates may be adjusted as Owner deems appropriate.

|  |  |  |
| --- | --- | --- |
| Event | Date | Time |
| a. Owner issues RFP to eligible respondent-interested, prequalified ESPs  |  |  |
| b. Mandatory pre-proposal conference and facilities site visit |  |  |
| c. Deadline for submission of written questions from eligible ESPs  |  |  |
| d. Owner provides any answers/clarifications via addendum/addenda |  |  |
| **e. Deadline for submission of Preliminary Technical Proposals** |  |  |
| f. Date planned for Owner’s completion of Proposal evaluation and issuance of additional process information to 3-5 Finalists (including instructions and dates/times for interviews) |  |   |
| g. Deadline for submission of written questions from finalist ESPs  |  |  |

# OVERVIEW OF THE OPPORTUNITY

## General Selection Information

To be eligible for selection pursuant to this RFP, ESPs are required to attend the mandatory site visit and submit a responsive Preliminary Technical Proposal.[[1]](#footnote-1) Owner will evaluate and rank responsive Proposals in accordance with this RFP and select three to five of the highest ranking Proposals using the specific evaluation criteria set forth in this RFP. The three to five finalist ESPs will be interviewed by Owner for possible final selection. Owner will select the ESP that best meets the needs of Owner based on overall qualifications, benefits to Owner, and other factors determined by Owner to be relevant to the implementation of the proposed project.

## Prospective Implementation

An ESP selected under this RFP will be required to execute an Audit Agreement, a form of which is attached hereto as Attachment F. If Owner elects to install or implement the energy conservation measures (ECMs) recommended by ESP, ESP will be required to execute a GESPC, a form of which is attached hereto as Attachment G. In deciding whether to submit a Proposal in response to this RFP, ESPs must review the form of Audit Agreement and the form of GESPC because they indicate the parameters of services and obligations to be undertaken by ESPs. ESPs should not anticipate any modifications to these forms. ESPs should also review the state GESPC Act for applicable statutory rules.

## 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 investment grade 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 and operational cost savings or enhanced revenues 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.

## 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 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 executive director of the Georgia Environmental Finance Authority (hereinafter “GEFA”) 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 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.

# ARTICLE 3. PROPOSAL EVALUATION, NEGOTIATION, AND AWARD PROCESS

## General Evaluation Information

The objective of the evaluation process is to select an ESP and identify a Proposal that represents the best interest of Owner. All responsive 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 cause Owner to deem an ESP’s Proposal non-responsive.

## Administrative/Preliminary Review of Submittals

As the first step in the evaluation process, the Proposals will be reviewed by the Issuing Officer to ensure Proposals are submitted on time, responsive, and contain the required documents.

## Detailed Evaluation by Owner

If a proposal passes the administrative/preliminary review, the Proposal will be forwarded for further Owner evaluation. A selection committee made up of qualified Owner representatives/stakeholders may be established by Owner, and the committee shall select no less than three and no more than five “finalist” ESPs for further consideration, but shall reserve the ability to select less finalists for additional consideration in the event a sparse quantity of responsive submittals are received.

Evaluation for selection of finalist ESPs shall include a thorough review of the Preliminary Technical Proposal. Specific evaluation criteria for Owner evaluation of Proposals are as follows:

(\*\*% of overall Proposal evaluation): ESP’s relevant qualifications and experience including, but not limited to, overall qualifications of listed key personnel for the prospective project, recent experience of the personnel and/or firm in facilities of similar size, complexity, and project scope, and provision of resources and comprehensive services covering many aspects of energy and water concerns for similar facilities, ranging from heavy equipment and systems to individual fixtures, etc., the firm and team’s expertise in complex building systems technology, and, demonstrated experience with, and sensitivity of, the personnel and firm to the active function and nature of facilities.

(\*\*% of overall Proposal evaluation): ESP’s suitability for this project including the firm’s apparent fit to the project type and/or needs of Owner, any special or unique qualifications for the project, current and projected workloads (available resources), proximity of office(s) and/or lead staff to project location and/or proven ability to gather appropriate resources in location of service, special or enhanced capabilities for optimizing building management efficiency and quality energy services in relevant facilities with minimal or no disruption, evidence of the firm’s understanding of Owner’s current facility conditions and any limitations of those conditions to efficient performance, the firm’s apparent insight into potential significant enhancements to building technology and performance, the fit of the firm’s potential energy enhancements to the apparent capabilities of the firm’s services, and any other factors required under O.C.G.A. Section 50-37-3.

# ARTICLE 4. PROPOSAL DELIVERABLES AND SUBMISSION

## Submittal Components

Preliminary Technical Proposals must include a Proposal Certification Form (Attachment A), ESP Project History (Attachment B); ESP Team Member Qualification (Attachment C); ESP’s Discipline Profile (Attachment D); and, ESP’s Immigration and Security Form (Attachment E). The entire Proposal must be categorized and numbered as outlined below, and must be responsive to all requested information:

**Preliminary Technical Proposal Deliverables:**

*A. Experience and Qualifications*

1. Provide a signed and notarized Proposal Certification (Attachment A).
2. Provide basic company information: company name, primary address, name of primary contact, telephone number, email address, and company website. Identify office address from which project will be managed. Provide form of ownership including state of residency or incorporation and number of years in business.
3. Provide brief summary of the firm's structure and resources including disciplines, number of employees, and locations and staffing of offices. List any known/available information on mergers or planned acquisitions impacting the firm. Provide general information about any relationships and success with firms that specialize in financing of energy performance contracts similar to Owner’s prospective project.
4. Provide a statement describing potential conflicts of interest created by the firm or proposed team’s involvement in Owner’s project. Respondents should provide information as to the nature of relationship(s) with parties in such potential conflicts.
5. Provide a brief statement of the firm’s philosophy and practices in communicating with clients including philosophy on resolving contractual or other disputes.
6. Provide information pertaining to the principal personnel including, but not limited to, principal in charge, lead project manager, and all other key personnel. Include resumes and professional registration information for personnel identified. Provide an organization chart for the principal team and any known or likely subconsultants. Provide percentage of time commitment for proposed senior personnel and key members of team.
7. Provide all information requested in Attachment B, ESP Project History, and Client Reference. Provide project histories for three similar post-construction guaranteed energy savings projects that have been completed by ESP. Provide information on projects’ financing (financing firm and ESPs role in arranging financing). Information on projects with at least one full year of repayment history is preferred.
8. Provide the qualifications and experience of the individuals to be assigned to this project including a clear description of the roles and responsibilities each individual will have if your company is selected. The requested information must be provided using only the form Attachment C - ESP Team Member Qualification.
9. Complete and submit Attachment D – ESP’s Discipline Profile.
10. Complete and submit Attachment E – ESP’s Immigration and Security Form.

*B. Suitability*

1. Provide a brief statement of suitability for this project and information that serves to differentiate your ESP from other ESPs for the project. Include information on how your ESP typically works with facility staff and resolves project issues. Furnish evidence of the ESP’s fit for the project and/or needs of Owner, any special or unique qualifications for the project, or unique approaches to this particular project.
2. Supply current and projected workloads.
3. Describe ESP’s 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.
4. Describe your measurement and verification (M&V) and training approach. Describe your approach to commissioning installed or implemented ECMs and your ongoing maintenance and support practices.
5. Describe your approach to design, construction, and closeout and any special or enhanced capabilities offered by the ESP that may be particularly suitable for this project.
6. Describe ability to gather resources in vicinity to the project and/or any knowledge of the project history and/or project area, which may uniquely benefit the ESP and project.
7. Describe other services or techniques offered by the ESP that might be especially suitable for the project.
8. Provide evidence of the ESP’s understanding of the current facility conditions and any limitations of those conditions to efficient performance and any information that may serve to demonstrate ESP’s understanding of the facility conditions.
9. Based on ESP’s general observations of the facilities and the data provided, briefly discuss ECMs the firm has implemented at similar types of facilities and how that experience might apply to the facilities listed in the EOI.

## Submittal Instructions

Three copies of the entire Proposal shall be submitted via three flash drives as a SINGLE PDF file. The single PDF file must be printable on standard (8½” x 11”) paper. The pages of the submittals must be numbered as required in Section 4.1. Responses are limited to 20 printable pages or less using a minimum of size 11 font. One page of the SOQ section shall be devoted to an organization chart (requested in deliverable B-1). Additional information should not be added on this page. Each submittal shall be prepared in a simple and straightforward manner. Irrelevant graphics and unnecessary promotional information is not desired. NOTE: All pages shall be included in the page limit EXCEPT for the front cover, table of contents, and tab divider/section title pages. Submittals must include a transmittal letter and must be sealed in an opaque envelope or box, and reference \_\_\_\_\_\_\_\_\_\_\_\_ (RFP number and title). The name of the proposing ESP and the words “PRELIMINARY TECHNICAL PROPOSAL” must be clearly indicated on the outside of all of the envelopes or boxes. Submittals must be physically received by Owner prior to the submittal deadline indicated in the schedule of events or as otherwise instructed by addenda. Submittals shall be delivered to the exact address below:

(EXACT OWNER/ISSUING OFFICER ADDRESS)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Submittals received after the deadline indicated above are subject to immediate rejection. Proposals submitted via facsimile or email will not be accepted. All submittals in response to this RFP and any addenda shall be considered Proposals. All submittals upon receipt become the property of Owner. Labeling information provided in submittals “proprietary” or “confidential” or any other designation of restricted use will not be binding upon Owner or its representatives and will not protect the information from public view. Subject to the provisions of the Georgia Open Records Act, the details of the proposal documents will remain confidential until final award. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. Owner is not obligated to any party to reimburse such expenses.

Questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in 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.

## 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. ESP must respond and provide the requested information within the time specified in the request or, if not specified in the request, within seven business days of the date of the request.

## Finalist Notification/Interviews

The names of the ESPs selected as finalists will be posted on the Georgia Procurement Registry (<http://ssl.doas.state.ga.us/PRSapp/>) and each ESP will receive written notification (“Finalist Notification”) from the Issuing Officer that will address the necessary elements of the remainder of the selection process including requirements and instructions for interviews with Owner/selection committee. Any additional deliverables required of the finalists will be described, and any additional specific criteria for the evaluation of the interviewees will be communicated in the finalist notification. Owner may issue additional program/facility information, additional service requirements or standards for the project, along with other appropriate information, in the finalist notification.

## Reservations

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 that fail to comply in any manner with the requirements of this 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 at <http://ssl.doas.state.ga.us/PRSapp/>. Owner reserves the right to cancel this RFP at any time.

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# ARTICLE 5. GENERAL BUSINESS REQUIREMENTS

1.

## 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 the identified requirements of this Article and that all costs for complying with these general business requirements will be included in the ESP’s submitted pricing.

## Standard Insurance Requirements

If selected under this RFP, the ESP shall procure and maintain insurance that shall protect the ESP and Owner/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 10 business days of execution of the Audit Agreement, the ESP must procure the required insurance and provide Owner with two 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

If Owner executes a GESPC, ESP shall be required to furnish a performance bond to Owner for the faithful performance of 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 contract performance.

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, GEFA, 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 attending site visits and 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 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 Georgia 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. Section 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.

## Sales Tax Notification

As required under O.C.G.A. Section 48-8-63(h)(1), Owner hereby provides notice that, if it provides any tangible personal property for use in the project, ESP will be responsible for paying sales and use tax on such property. Such tax is estimated to be      .

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# ARTICLE 6. ADDITIONAL TERMS AND CONDITIONS

1.

## 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) 10 calendar days of the publication of the Notice of Intent to Award (NOIA), or (ii) if Owner does not publish a NOIA, 10 days of the publication of the Notice of Award (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” and reference 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 GEFA or any other agent of the state of Georgia, shall give rise to any right of recovery hereunder.

## 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 GESPC and their terms, conditions, 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 may be 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.

* RFP (this document)
* Attachment A: Proposal Certification Form
* Attachment B: ESP Relevant Project History
* Attachment C: ESP Team Member Qualifications
* Attachment D: ESP’s Discipline Profile
* Attachment E: SPD-SP054 Immigration and Security Form
* Attachment F: Form of Audit Agreement
* Attachment G: Form of Guaranteed Energy Savings Performance Contract

**ATTACHMENT A**

**Proposal Certification Form**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of ESP] is interested in being selected as a qualified finalist ESP for further consideration in the prospective guaranteed energy savings project of Owner.

I certify that I have read and understand the information presented in the attached submittal and any enclosure and exhibits thereto. I further certify that to the best of my knowledge the information given in response to the Request for Proposal is full, complete, and truthful. I further certify that the submitting ESP has not in the immediately preceding five years been suspended or debarred from contracting with any federal, state, or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency. I further certify that the submitting ESP has not in the immediately preceding five years been defaulted in any federal, state, or local government agency contract, and further, that the submitting ESP is not currently under any notice of intent to default on any such contract. I acknowledge, agree and authorize, and certify that the ESP acknowledges and agrees and authorizes that Owner may, by means it deems appropriate, determine the accuracy and truth of the information provided by the ESP and that Owner may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I certify that any proposal we submit for this project shall be made without prior understanding, agreement, or connection with any corporation, firm, or person submitting or who will be submitting a separate proposal on the same project or for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this solicitation. We certify that no person associated with our ESP is a representative, officer, or employee of Owner. We further certify that no person who is an officer or employee of Owner has been paid or promised by the ESP any compensation in connection with this procurement by Owner.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial or rescission of any contract entered into based upon this proposal. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the state of Georgia including, but not limited to, O.C.G.A. Section 16-10-20 and 18 U.S.C. Sections 1001 or 1341.

Sincerely, NOTARY SEAL:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ESP Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of ESP Authorized Signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Notary Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of ESP Authorized Signatory Commission Expiration:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT B**

**ESP RELEVANT PROJECT HISTORY**

Describe at least three completed guaranteed energy savings performance contracting projects in repayment with at least one complete year of savings performance data currently under contract with the ESP. Limit your response to those projects that have been managed directly by the specific branch, division, office, or any individual in such branch, division, or office who will be specifically assigned to work on Owner’s project. Please indicate those project references involving facilities which are similar in size and complexity to Owner’s.

1. Project name and location, number of buildings, primary use, total square footage.
2. Project dollar amount (installed project costs) and source of project financing.
3. Primary ECMs installed and ESP services provided.
4. Construction start and end dates.
5. Contract start and end dates.
6. If the project was not completed on schedule, please explain.
7. Dollar value of projected annual energy savings, dollar value of guaranteed annual energy savings, dollar value and type of annual operational cost savings (if applicable), e.g., outside maintenance contracts, material savings, etc.
8. Method(s) of savings measurement and verification.
9. Provide names of Owner(s)’ representatives with whom the ESP did business on this project. You should ensure that all representatives are familiar with this project. Also, provide current and accurate telephone numbers and email addresses for the specified representatives. Do not include the ESP’s personnel or co/subcontractors as a reference.
10. Describe the specific roles and responsibilities of ESP personnel associated with the identified project. Limit your response to only those personnel who will be directly involved in Owner’s project.
11. Identify the major subcontractors on this project and describe their scope.

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| **ATTACHMENT C****ESP TEAM MEMBER QUALIFICATIONS**Describe the relevant experience, qualifications, and educational background for up to five of the individual team members planned to be most significantly involved and assigned to Owner’s project using the format provided below. Do not include individual resumes in lieu of this information.1. Name of project team member and current job title.
2. Number of years with ESP.
3. Primary office location.
4. Job responsibilities.
5. Number of years with firm and job responsibilities.
6. Previous employment and years of service/type.
7. Educational background, degrees/disciplines.
8. College/university.
9. Professional/technical professional affiliations.
10. List all energy performance contracting projects this individual has been involved with during the past five years including project location, type of facilities, year implemented, and dollar value of installed project costs.
11. Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.
12. Describe any other relevant technical experience.
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**ATTACHMENT D**

**ESP’s DISCIPLINE PROFILE**

Identify all persons who are proposed to have responsibilities for each of the technologies listed below. Provide for each: Primary roles, responsibilities, and years of experience with specific technology. Indicate for each whether they are an employee or subcontractor employee.

1. Energy Management Systems and Controls
2. HVAC
3. Central Plant
4. Water Conservation
5. Energy Auditing
6. Project Management
7. Engineering/Design
8. Construction Management
9. Training Services
10. Commissioning
11. Measurement and Verification (M&V) – Provide Methodology Used
12. Operations and Maintenance (O&M) Services

# ATTACHMENT E

# SPD-SP054 IMMIGRATION AND SECURITY FORM

# ATTACHMENT F

# FORM OF AUDIT AGREEMENT

 (Link)

# ATTACHMENT G

# FORM OF GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT

 (Link)

1. All capitalized terms not defined herein shall have the meaning ascribed to them by the form of Audit Agreement or GESPC. [↑](#footnote-ref-1)