

BEDFORD COUNTY OF BEDFORD, PENNSYLVANIA

**REQUEST FOR PROPOSAL ON QUALIFICATIONS
FOR PROFESSIONAL SERVICES RELATED TO BEDFORD
COUNTY FACILITY ENERGY CONSERVATION SERVICES
PROGRAM**

APRIL 16, 2021

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I. PURPOSE OF SOLICITATION

Bedford County (CUSTOMER) is requesting qualification-based proposals from Energy Services Companies (ESCOs) to deliver one, or more, energy-costs-saving project(s) for the County's public buildings and grounds located in Bedford, PA. A resulting project(s) may be implemented in whole or may be implemented in phases. It is intended that the selected ESCO shall provide on-going professional and energy-related services as needed by the County for a period of up to ten (10) years from date of selection; however, this selection does not limit the County in any way from seeking similar services from other providers.

The CUSTOMER is dedicated to providing healthy indoor air quality standards for the public building occupants, maintaining a high standard of operations and maintenance; forward thinking in planning for facility and operational needs, and achieving maximum cost efficiency and effectiveness. Therefore, the County would like to make improvements to its operations in the areas of mechanical systems, energy and operational efficiency to meet these principles. The primary goals of this project are to investigate opportunities, within the context of energy services legislation that is in accordance with Pennsylvania Act 77 of 2004, Act 39 of 2010 and Act 163 of 2016, the Guaranteed Energy Savings Act (PA GESA).

Please note that responses to this RFP/Q must be received on **May 5, 2021 at 4:00 PM ET** at the address below. Four (4) paper copies and one (1) electronic copy (on a USB flash drive) of the response must be sealed and delivered to:

Bedford County Board of Commissioners
200 South Juliana Street
Bedford, PA 15522
Re: RFPQ For Professional Services Related To Bedford County Facility Energy Conservation Services Program
ATTN: Debra Brown

CUSTOMER reserves the right to reject any and all responses resulting from this RFP/Q. Late response will not be accepted and will be returned to the submitting company unopened. **CUSTOMER is not liable for any cost incurred by any person or firm responding to this RFP/Q.**

CUSTOMER reserves the right to reject as non-responsive any proposals that do not contain the information requested in Section VII and Appendix A of this RFP/Q. Additionally, CUSTOMER reserves the right to reject as non-responsive any proposals which are not organized and formatted as described in this RFP/Q.

Any and all questions regarding this RFP/Q and the program it represents must be submitted in writing to:

Debra Brown
Email: dbrown@bedfordcountypa.org

All questions will be answered by email to all bidders.

Prospective respondents must limit their contact regarding this RFP/Q to Debra Brown. Communications by Firms, its agents, employees, and/or representatives with any employee, agent, or representative of CUSTOMER, other than Debra Brown, regarding its proposal or intention to submit a proposal in response to this RFP/Q will be considered inappropriate communications. If any such inappropriate communications are deemed to hinder, influence and/or alter the competitive proposal process, CUSTOMER, in an effort to ensure a fair and equitable review and selection process, reserves the right to decline consideration of the offender's sealed proposal.

Environmental Impact

Your actions do make a difference! By submitting only one paper copy of your proposal response, you make the following contributions to the environment:



Waste

1.1 pounds of solid waste not generated



Tree

1.2% of a tree preserved



Water Conservation

9.4 gallons of wastewater avoided



Lighting

19,407 BTUs of energy not consumed



Greenhouse Gas

2.85 pounds of greenhouse gas prevented

Healthy forests filter water, remove air pollution, sequester carbon, and provide homes for wildlife. To plant a tree in return for your paper usage, go to <http://www.americanforest.org/>.

**Calculations are for one 100-page proposal response printed on regular paper. It does not include binders and dividers.*

II. BACKGROUND

CUSTOMER has nine facilities totaling approximately 132,000 square feet and consists of County Courthouse, Correctional Facility, Library, multiple District Justice Offices, and two remote Voting locations.

CUSTOMER intends to upgrade outdated and obsolete building equipment and perform property improvements through the program. Additionally, CUSTOMER proposes to address energy and water/sewage utility uses in its facilities for this conservation program.

CUSTOMER seeks to provide a healthy building, improve indoor air quality, and maintain occupant comfort through the implementation of this energy conservation program. CUSTOMER anticipates a reduction in annual utility costs. The ESCO will provide a written guarantee of all utility reduction and provide assistance for services regarding financing for the project. The contract life of the program is expected not to exceed twenty years. CUSTOMER intends to structure the program's implementation schedule in a manner to minimize the programs financed capital needs.

CUSTOMER requires that grant funds and reductions in annual utility costs meet or exceed annual project expenditures. ESCO must guarantee energy savings. In the event that guaranteed energy savings do not meet the annual projections, a check will be written to CUSTOMER to cover the shortfall.

Respondents to this Request for Qualifications (RFQ) shall identify their experience and qualification to design, install and manage a major energy conservation project that involve energy conservation measure (ECM) retrofits which address the following building components and applications: lighting, space heating, ventilation, air conditioning, envelope, heat recovery, energy management systems, environmental system controls, motors, domestic water heating, fuel switching, air distribution systems and water consumption systems.

CUSTOMER is also interested in the respondents' qualifications and experience related to programs designed to train building occupants and maintenance workers in energy conservation awareness.

III. SERVICES REQUESTED

For this RFP/Q, CUSTOMER is interested in Energy Services Companies for the identification, engineering, design, installation, training, maintenance, and financing of approved ECMs for the facilities that are addressed. CUSTOMER has the option to contract all or some of the services listed above.

If CUSTOMER contracts project financing through the ESCO, payment for the contracted services will be indexed to measure reductions in annual energy costs or consumption and will not begin until after the project is operational and generating savings. Financing shall be structured so that annual payments never exceed annual savings. Services will be required to provide the financing in such a manner as to ensure that costs are paid for from operational savings associated with the energy conservation program. Utility and non-utility operational savings will be strictly scrutinized as part of annual savings. The ESCO must make available a program that guarantees the energy savings of the energy conservation services financed. The ESCO's demonstrated ability to provide this guarantee will be an evaluation criterion.

It is expected that multiple energy conservation techniques will be investigated on an individual basis or in combination with other techniques and implemented, if deemed cost effective by CUSTOMER and the ESCO. Examples of techniques to be evaluated include:

- Heating, ventilating and air conditioning system modifications
- Indoor air quality enhancements and improvements
- Air conditioning unit replacement
- Economizer control
- Energy management control system
- Thermal storage for heating and cooling
- Environmental system control replacement
- Variable speed/frequency drives
- Building envelope improvements
- Lighting control
- Individual room lighting control (motion sensors)
- Interior and exterior lighting upgrades
- Motion sensor control
- Day lighting control
- Exit sign conversion
- Air compressor replacement/upgrade
- Fuel conversion
- Domestic hot and cold-water systems
- Air management systems
- Kitchen appliance upgrades and potential fuel conversion
- High efficiency motors
- Motor down-sizing
- Energy conservation awareness training

Any other ECMs proposed by the ESCO will also be considered. All ECMs considered shall be proven, commercially available and result in verifiable energy savings. All equipment designed and provided by the ESCO for this program shall have a history of successful operating experience in similar installations and shall be in new and unused condition. This equipment shall be state-of-the-art with readily available replacement parts. All equipment used for this program shall be approved by CUSTOMER prior to installation.

IV. SELECTION PROCESS

Federal Procurement Requirements

CUSTOMER intends to utilize Federal grant dollars to pay for all or part of this resulting project. Any supplier receiving these funds as full or partial payment for goods or services must be able to comply with the following federal terms and conditions.

These terms and conditions are dictated by the funding agency. The CUSTOMER must comply by ensuring that the supplier selected understands and can abide by the funding agency requirements. The CUSTOMER cannot deviate from or alter the terms and conditions required by the funding agency. The ESCO agrees, with respect to the award (purchase order, contract, or subcontract), to be bound by the following applicable Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200): The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards incorporated by reference, with the same force and effect, as if they were given in full text. The full text of the appendices may be accessed electronically at: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- Equal Employment Opportunity
- Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401
- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
- Byrd Anti-Lobbying Amendment (31 U.S.C. 135)
- Debarment and Suspension (E.O.s 1259 and 12689)
- Procurement of Recovered Materials pursuant to 2 C.F.R. § 200.322
- Davis-Bacon Act: As amended (40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The contracts must also include a provision for compliance Revised March 2018 73 with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- Contract Work Hours and Safety Standards Act Clause. (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers, supplier must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Supplier agrees and acknowledges that, to the best of the supplier's knowledge after due inquiry, there exists no actual or potential conflict of interest between a CUSTOMER employee, or his or her immediate family member or partner, and ESCO.

Supplier agrees and acknowledges that the amounts to be paid by CUSTOMER for the goods or services under this agreement will include a reasonable allowance for profit.

Contractors and subcontractors to ESCO must meet and abide by the same Federal procurement Acts and Provisions.

Proposal Evaluation

Interested ESCOs responding to this RFP/Q with a proposal must provide the information required to complete the forms included in Appendix A. CUSTOMER will evaluate submittals and choose the most highly qualified ESCO.

Engineering Proposal

Upon completion of the proposal evaluation, CUSTOMER and the ESCO will design a Letter of Agreement (Project Development Agreement - PDA) which, when approved by CUSTOMER, will allow the ESCO to proceed with the Professional Services including energy analysis, feasibility study, conceptual engineering design and permitting plan for a County Facility energy conservation program.

Upon acceptance of the Letter of Agreement (PDA) by the Board of Commissioners, CUSTOMER and the ESCO will sign the agreement, thereby requiring the ESCO to proceed. If during this phase, it is determined that the program options identified by the ESCO do not fall within mutually agreed upon acceptable financing requirements and project scope, the Letter of Agreement will be terminated with no financial liability to CUSTOMER. Shall it be determined that the project's feasibility is within the agreed-upon financing parameters and project scope and CUSTOMER terminates the Letter of Agreement (PDA) for any reason, then CUSTOMER agrees to compensate the ESCO a mutually-agreed upon amount for the engineering design and permitting effort incurred through termination. That amount will be stated in the Letter of Agreement.

Negotiating and Signing of Contract

Upon the determination that the project is feasible and acceptable to CUSTOMER, an Energy Services Agreement (ESA) will be drawn up between CUSTOMER and the ESCO. All engineering, design and permitting cost incurred by the ESCO under the Letter of Agreement (PDA) will be incorporated into the ESA. Upon acceptance of the ESA by the Board of Commissioners, the ESA will be signed and the program will commence. It is anticipated that the initial ESA resulting from this solicitation will be presented to the Board of Commissioners on or before July 30, 2021.

V. SCHEDULE OF EVENTS

The following time frame is expected to be followed during the procurement period of this RFP/Q:

April 15, 2021	Release of RFP/Q
May 5, 2021	Proposal received – 4:00 PM
May 10, 2021	Vendor interviews (if required)
May 11, 2021	Vendor selected
May 11, 2021	Letter of Agreement approved by Board of Commissioners

This is a tentative schedule, and dates are subject to change.

Please note that responses to this RFP/Q must be received on May 5, 2021, by 4:00 PM at the address below. Four (4) paper copies and (1) electronic copy (on USB Flash Drive) of the response must be sealed and delivered to:

Bedford County Board of Commissioners
200 South Juliana Street
Bedford, PA 15522
Re: RFPQ For Professional Services Related To Bedford County Facility Energy Conservation Services Program
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CUSTOMER reserves the right to reject, as non-responsive, any proposal that does not contain the information requested in Section VII of this RFP/Q and on the forms contained in Appendix A. Additionally, CUSTOMER reserves the right to reject, as non-responsive, any proposals which are not organized and formatted as described in this RFP/Q.

VI. SELECTION CRITERIA

Qualification of all business entities that respond to this solicitation, including any subcontractors to be used, will be evaluated using the following selection criteria. (Percentage weighting among categories of selection criteria is noted.)

Organization & Supplemental Information (5%)

- Submission conforms to the requirements of this solicitation.
- Supplemental information is pertinent to the goals and objectives of this procurement.

Personnel Qualifications (15%)

- Quality of personnel assigned to this project and degree of pertinent experience.

Project Management Plan (30%)

- Comprehensiveness and rationale of the ESCO's project management plan.
- ESCO's proposal for addressing the goals and objectives of Bedford County.
- Method employed to establish baseline energy use in individual buildings and facility wide.
- Method of measurement and verification used to demonstrate energy use reduction and cost savings as guaranteed.
- Ability to readily service the needs of Bedford County.
- Ability to ensure savings performance over time.
- Business unit dedicated to providing guaranteed energy savings programs.
- Business unit dedicated to ensuring project performance

Prior Project Performance (25%)

- Experience with energy conservation projects of a similar size and type to that proposed for CUSTOMER.
- Experience taking responsibility for the full range of roles contemplated for this project (e.g. identification and analysis of ECMs, design, installation, operation, training, financing, savings verification, etc.)
- Performance on prior projects, including data on projecting, achieving, documenting, and verifying energy savings in order to ascertain accuracy of projections
- References from prior and current customers. Must submit at least four references from the last 5 years

Business and Financial Qualifications (25%)

- Demonstrated ability to install equipment desired by CUSTOMER
- Offers installation and long-term services valued by CUSTOMER and relevant to project
- Overhead & Profit (OH&P), mobilization fees, invoicing, and final payment expectations
- Demonstrable ability to bond implementation through a third-party surety
- Financial viability of entity proposed to provide technical and financial guarantees
- Years in business, affiliation with industry related organizations (examples include NAESCO, EPA, DOE), and financing capability
- Demonstrated business integrity

ESCO will provide financial statements including income statement, balance sheets and statements of changes for two (2) most recently completed fiscal years.

VII. RESPONSE FORMAT AND COMMENTS

The responses to this Request for Proposal on Qualifications will consist of nine (9) specific information subject areas which must be completed and returned in the order indicated below with each section divided and tabbed with the appropriate section title. Additional forms (as detailed below) are provided in Appendix A. For areas that do not require a form, the ESCO shall provide specific information directly addressing the information requested in that section. CUSTOMER may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided by any ESCO. Any additional information not specifically requested in this RFP/Q must be put in a separate Appendix at the end of the response. Additionally, all supplemental materials (brochures, product information sheets, etc.) not specifically tailored to this response must be placed in the Appendix. Responses must be paginated and must include a table of contents.

Note: Items that are required to be provided within an Appendix will not count towards the maximum page limitations.

Section 1: Cover Letter (maximum of 2 pages)

The ESCO's proposal will include a cover letter at the beginning of the proposal. The cover letter shall provide a summary of the information presented in the proposal, names and telephone and fax numbers of persons authorized to provide any clarification required, an acknowledgement of any Addendums and Amendments, and a statement accepting the terms of this solicitation or noting specific exceptions taken to any of the terms and conditions specified in this document. This cover letter shall also include the name of the person(s) authorized to conduct final contract negotiations on behalf of the ESCO.

Section 2: Introduction

Table of Contents

The ESCO's proposal should include a Table of Contents referencing each information section of this RFPQ. The Table of Contents should be further subdivided to describe information included within each section of the proposal.

Executive Summary (maximum of 4 pages)

The ESCO will provide an Executive Summary highlighting its understanding of the issuing organization's goals and objectives of this procurement process. The ESCO's submission should identify unique qualifications and capabilities for this project that satisfy these goals and objectives.

Statement of Responsibility (maximum of 1 page)

The respondent must be the **Prime Contractor**. The Prime Contractor will be responsible for all work and subcontractors involved in the project. A statement of responsibility must be provided, using **FORM B** in the Appendix of this document.

Section 3: Personnel (maximum of 14 pages)

1. Project Staffing Plan and Organizational Chart

Each ESCO will attach a Project Staffing Plan, as shown in **FORM C** in the Appendix of this document. The proposed plan will include a description of proposed staffing showing the project organization, supervisory responsibilities, and lines of authority. Identify the corporate affiliation for each staff member listed in the Project Staffing Plan.

Identify the ESCO's ability to support the project through a breadth of disciplines and the depth to which this support is provided in-house. Provide a graphical representation (organizational chart) of the participants listed in the ESCO's proposal and their responsibilities in the program. **Any individuals that are not direct employees of the**

ESCO shall be clearly identified. The chart is to be used to show the company and personnel responsible for each phase of the project, lines of authority, and relationships between prime contractor and subcontractors.

2. Resumes of Key Personnel

Attach resumes of no more than ten (10) significant individuals who will have a role in this project if ESCO is selected.

Section 4: Project Management (maximum of 6 pages)

Describe respondent's approach to project management, including coordination with subcontractors, division of responsibility among project staff, and interaction with the issuing organization's representatives. Respondent should describe its attributes to respond to CUSTOMER questions, concerns, and requests. Specifically address the following:

1. Project Development Process

Identify your key attributes that support the project development process.

Respond to the following:

- a. Describe your approach to auditing a client's facilities and ultimately developing a final list of conservation measures to be installed.
- b. Describe the process you employ to confirm the reasonableness of the expected savings resulting from the final list of conservation measures to be installed.
- c. What functions of the project development process might be performed by subcontractors?

2. Installation, Commissioning and Project Closeout

Identify your key attributes to ensure a successful project is installed.

Respond to the following:

- a. Describe your approach to managing the installation process. In your response to this item, please address the selection and management of subcontractors, your firm's demonstrated requirements for safety and overall security of your client's property and occupants, and your typical process for communicating progress.
- b. Describe your method for issue management, change orders and dispute resolution.
- c. Describe your process for commissioning the installed scope.
- d. Describe your expectations for closing out a project and obtaining substantial completion.
- e. What functions of the installation, commissioning and project closeout might be performed by subcontractors?

3. Post-Project Support

Identify your key attributes that enhances the long-term performance of the implemented project.

Respond to the following:

- a. Explain the ESCO's expectations and requirements of post-project services and maintenance to maintain an on-going (beyond the 1st year of performance) financial guarantee.
- b. State any proposed required annual costs to the client (i.e. service/maintenance contracts, software licensing, etc.).
- c. What functions of M&V and post project support might be performed by subcontractors?

Section 5: Energy Savings (maximum of 8 pages)

1. Sample Guarantee Contract

Include an **executed sample guarantee contract including a Measurement & Verification (M&V) Plan** in the Appendix of your response. A redacted version to maintain anonymity of the client is acceptable. Failure to include a sample contract will be viewed as unresponsive.

Complete the table below using the executed sample guarantee contract provided as the source of the information:

Utility Category	Baseline Utility Rate Used	Annual Escalation Used (%)	Year 1 Performance		Year 2 Performance
			Parameters Measured & Frequency	Parameters Not Measured (Stipulated)	Indicate if it is Measured OR Calculated
Electric					
Heating Fuels					
Water					
Sewer					
O&M					
Other					
Non-measured Savings					
What source is used for future weather normalization and corrections?					

2. Procedure for Determining Projected Savings

Respond to the following:

- a. Provide a detailed description of the method used to establish pre-project baseline energy use in individual buildings and facility wide. Describe how you justify variances between the actual historical consumption and the established baseline.
- b. Changes to the estimated utility savings can occur as a result of installation of new equipment, utility rate changes, operating hour changes, regulatory changes, and weather fluctuations. Explain how you will account for each of these. Are there other potential changes that you typically account for? If so, what are they? Finally, provide an indication where within the language of the executed sample guarantee contract that supports your explanations.

3. Guarantee of Actual Savings

Respond to the following:

- a. Explain how you will guarantee the savings associated with this project. Discuss the following areas in detail:
 - Frequency of reconciliation.
 - What M&V protocols have you implemented within the last three (3) years from the office that will be supporting a project for the issuing organization?
 - If the level of guaranteed savings is not achieved, what remedies shall be implemented?

- What repayment options are available should the level of guaranteed savings not be achieved, i.e. material, services, financial, etc.?
 - Treatment of O&M (non-utility) savings as they pertain to the guarantee.
 - Any situations that would void the guarantee.
 - If 'measure specific' guarantees are or are not used, explain how and to what extent.
- b. If the resulting project for the issuing organization performs at a level that generates savings above the guaranteed level, respondents must state whether they plan on using shared savings. ESCO shall also state whether they have used shared savings on previous projects in the Commonwealth of Pennsylvania.
 - c. Describe any obligation of the client to report material changes to operations that may impact energy consumption and potentially the guarantee.

Section 6: References (maximum of 8 pages)

Provide information on four (4) similar facility performance contracts that the respondent has successfully implemented within the last five (5) years. References shall include:

- Client's name
- Name and telephone number of a current contact
- Brief description of the project
- Specific ECMs installed
- Project cost and savings
- Evidence of the project's reconciled performance.

Section 7: Equipment, Training & Support (maximum of 6 pages)

1. Equipment

Respond to the following:

- a. State your position regarding your selection and installation of any competitor's equipment.
- b. Disclose any relationships with manufacturers of energy equipment or other entities, fee, or incentive that may relate to this project.

2. Training

Respond to the following:

- a. Outline any training proposed as part of a resulting project, including the subject, duration, and location of training. Respondent shall also describe the relationship with the organization providing the training, if not provided by the prime contractor.
- b. The ESCO shall describe any energy, or related, educational programs that they may make available to the general staff and other stakeholders affected by the client's operations.

3. Support and Maintenance Services

Respond to the following:

- a. Respondent shall describe any end user support programs provided within a resulting project. The ESCO shall detail the availability, duration, and services provided through the support program, if applicable.
- b. If the ESCO proposes a maintenance program, information must be provided detailing services provided and terms of contract, if any.
- c. The ESCO should also provide the justification for any proposed support or maintenance program.

4. Other Services

Offer information regarding other services that your firm offers that may not apply in the previous sections.

Section 8: Project Non-Performance (no page limit)

1. Non-Performance Lists

Provide a complete list of all projects (Pennsylvania and nationally) that in the last 5 years:

- Have past or pending lawsuits or litigation regarding a performance contracting guarantee (list reasons); or
- Have been reimbursed for non-performance on guaranteed savings.

2. Previous Failures

Describe any projects in which ESCO failed to meet the client's expectations. What caused the missed expectations and what steps have been (or should be) taken to avoid such a failure?

Section 9: Financial & Contractual Information (maximum of 6 pages)

The respondent shall provide the following items in the Appendix (Items in Appendix do not count towards the maximum page restriction):

- The audited financial statements including income statement, balance sheets and statements of cash flow for the two (2) most recent completed fiscal periods. If audited financial statements are not available, provide evidence of the level of third-party review of financial statements. If ESCO's work is performed through a subdivision of a corporation, provide information for the subdivision. Responses for a parent corporation, and not the subdivision, may result in the deduction of points. This information may be provided in hard copy or PDF format.
- A Memorandum of Insurance that indicates the value of coverage.
- A memorandum from the respondent's Surety Agent that illustrates the company's current bonding capacity.
- An executed Project Development Agreement (AKA – Investment Grade Audit Contract) between itself and a public entity (preferably one of the references offered) that satisfies the intent of the Guaranteed Energy Savings Act referenced above.
- An executed Energy Services Agreement (construction agreement) between itself and a public entity (preferably one of the references offered) that satisfies the intent of the Guaranteed Energy Savings Act referenced above.

Respond to the following:

- a. Describe the Overhead and Profit (OH&P) expectations for your services.
- b. Describe the number of years that ESCO has been providing performance-based energy contracts and any certifications and affiliations that you deem relevant.
- c. Provide commentary on the financial integrity of your company to complete a resultant construction project and potentially offer twenty (20) years of performance savings guarantee.
- d. Identify funding assistance and methods offered by your firm.
- e. Describe your expectations for payments (mobilization fees) upon execution of a guaranteed energy savings contract and your expectations towards project retainage as it nears completion.
- f. Describe your process for invoicing payments as project is installed.
- g. Describe the conditions upon which final payment for the balance of the Total Project Cost shall be due.
- h. Provide details of additional, beneficial financial and contractual differentiators that you deem relevant to the choice of your firm as the selected ESCO.

APPENDIX A: PROPOSAL FORMS

FORM A: PROPOSAL CHECKLIST AND OUTLINE

Section 1: Cover Letter

Section 2: Introduction

- Proposal Table of Contents
- Executive Summary
- Statement of Responsibility

Section 3: Personnel

- Project Personnel Resumes
- Project Team Organizational Chart

Section 4: Project Management

Section 5: Energy Savings

- Sample Guarantee Contract

Section 6: References

Section 7: Equipment, Maintenance and Training

Section 8: Project Non-Performance

Section 9: Financial Information

- Appendix

FORM B: STATEMENT OF RESPONSIBILITY

Prime Contractor (ESCO or Contractor);

Name: _____

Address _____

(Please note possession of any license or registration pertinent to this project.)

Area of Responsibility: (Describe in detail duties and responsibilities applicable to this project.)

FORM C: PROJECT STAFFING PLAN

RESPONDENT:

AREA OF RESPONSIBILITY	NAME	AFFILIATION
OVERALL PROJECT MANAGEMENT		
BUILDING AUDITING		
BASELINE ENERGY USE DEVELOPMENT		
ECM EVALUATION:		
LIGHTING		
HVAC		
EMS		
OTHER		
ECM SAVINGS VERIFICATION		
ENERGY USAGE MONITORING		
ENERGY EVALUATION		
FINANCING		
ANNUAL SAVINGS GUARANTEE		
FINANCIAL AFFILIATION		