Appendix C

SAMPLE REQUEST FOR PROPOSAL DOCUMENT (RFP) ENERGY PERFORMANCE CONTRACTNG

ENERGY PERFORMANCE CONTRACTNG PROJECT

Issued by: insert institution name

DRAFT COPY

<u>Insert name of Institution</u>located in *Name of County* county, Alabama (hereinafter referred to as Institution) is seeking specific proposals from interested Energy Services Companies (ESCOs) which are capable of providing comprehensive energy management and energy-related capital improvement services at the buildings described in Attachment A of this RFP.

PROJECT OVERVIEW

Institution is interested in contracting for a full range of energy services and energy-related capital improvements (hereinafter referred to as project) designed to reduce energy and/or water use and related costs at its facility(s). These services and improvements are to be delivered on a performance contracting basis which may allow the Institution to: a) incur no initial capital cost, b) achieve significant long term savings which are measured and verified, c) obtain an annual savings guarantee which will be equal to or greater than the total annual project costs, d) obtain consistent levels of occupant comfort and system functionality, e) capture environmental benefits such as hazardous material disposal, and f) finance the project through an installment payment or a lease-purchase arrangement over an extended contract term.

Institution seeks to maximize energy savings and related improvements within the framework of the allowable 20-year contract term and must comply with the statutory provisions for available financing as contained in the Code of Alabama 1975 as amended; therefore, ESCOs are encouraged to structure a project which provides the greatest possible energy, water, and operation and maintenance (O&M) savings and the most beneficial project scope for the Institution. Institution is interested in essential services and improvements that will reduce facility energy and/or water consumption, upgrade energy-related capital equipment, improve building O&M, save costs through fuel switching, improve demand management, and alternative utility tariffs or alternative commodity purchases, and aid in meeting Institution's environmental management responsibilities.

GENERAL GUIDANCE

For project savings and cash flow demonstration purposes, the allowable rates of escalation and tax-exempt interest rate to be used in the proposal are detailed in Part IV, B-10 of this RFP.

Any stipulated energy and/or operational cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by Institution.

REQUIRED CAPABILITIES

The ESCO must have the demonstrated technical and managerial capabilities to provide a comprehensive set of energy and/or water services including, but not limited to, an investment grade audit, design, acquisition, installation, training and commissioning of new and/or existing energy systems as well as project monitoring and savings measurement and verification. Additional services may include operation and maintenance for all improvements and/or training of Institution's staff on routine maintenance and

operation of systems. Monitoring and verification services shall include appropriate measurement and timely reporting of the performance and savings from project.

OVERVIEW OF TERMS AND CONDITIONS

<u>Contract Term.</u> No contract shall exceed 20 years in duration and may be subject to annual appropriations. The duration of the contract will be mutually determined between the ESCO and the Institution based on authorizing legislation, final project scope and financial factors.

<u>Guarantee</u>. The project must result in a guaranteed minimum **annual** energy, water and O&M savings, as well as defined levels of occupant comfort, maintenance, monitoring, training or other services. The goal of this project is to achieve savings sufficient to cover all project costs including lease or installment payments and fees for maintenance, monitoring, training and other services, on an annual basis for the duration of the contract term.

<u>Financial Review.</u> Detailed financial projections of project benefits are dependent upon the scope of technical measures finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of the investment grade energy audit and negotiation of the project structure.

PROCUREMENT PROCESS

The evaluation and selection of an ESCO, and the negotiation and procurement of services will proceed as follows:

<u>Site Visits.</u> Prior to the submission of proposals and upon request, Institution will arrange a walk-through inspection tour of the buildings described in this RFP. Knowledgeable representatives will be available to answer questions about the operation of the facilities. All ESCOs are encouraged to carefully review the facility profile information contained in Attachment E of this RFP and to visit the facility in order to enhance their understanding of existing building conditions and opportunities. To make arrangements for a walk-through inspection tour, please contact the following person by *Insert Date*):

| Name: | Phone Number: |
|-------|---------------|
| Fax: | E-mail: |

<u>Submission of Written Proposals.</u> ESCO's interested in providing the services requested, must respond in writing by the date specified above. All submissions become the property of Institution and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

<u>Proposal Review and Selection of Finalists</u>. Institution will establish a Project Evaluation Team to review and evaluate the ESCOs written responses to this RFP in accordance with the evaluation criteria identified in Part II of this document. The Project Evaluation Team will check client references which will also be evaluated. Institution intends to select no more than three (3) ESCOs as finalists.

Institution reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of Institution to do so.

ESCO Interviews and Ranking. Each of the finalist ESCOs will participate in a detailed oral interview to answer questions from the Project Evaluation Team and more fully discuss how its approach to this project satisfies the evaluation criteria. All persons with major responsibility for the project's technical design, management and contract negotiation should be present at the interview, however, no more than *Insert Number* people may attend on behalf of an ESCO. Each oral interview may be recorded. A more complete description of the interview process and format will be sent to each of the finalist ESCOs. Based on results from the written responses to the RFP, client reference responses, and the oral interviews, the Project Evaluation Team will rank the finalist ESCOs. Contract negotiations will proceed with the top-ranked ESCO.

<u>Development of Energy Audit Agreement.</u> Institution intends to negotiate a contract for the investment grade audit. If an acceptable technical energy audit agreement cannot be neogiated within <u>Insert Number</u> days from the date of ESCO selection, negotiations with the next-ranked ESCO may be initiated.

Development of Energy Services Agreement. After completion and acceptance of the investment grade audit, Institution intends to negotiate an Energy Services Agreement (ESA). If an acceptable ESA cannot be negotiated within *Insert Number* days from the date of acceptance of the detailed energy audit, negotiations with the next-ranked ESCO may be initiated.

To aid companies in their response to this request the following items are attached:

PART I: Proposed Project Schedule

PART II: Evaluation Criteria

PART III: Contract Terms and Conditions

PART IV: Instructions to Proposers

PART IV-A: ESCO Profile and Qualification Form

PART IV-B: ESCO Proposed Approach to Project

PART IV-C: Supporting Technical Documents

Attachment A: Technical Facility Profile (found in APPENDIX D)

Attachment B: Proposed Energy Audit Agreement (found in APPENDIX E)

PART I

PROPOSED PROJECT SCHEDULE

The following is the proposed project schedule and may be adjusted as necessary during the procurement of services. (*Note to Institution: Insert actual dates and adjust as necessary.*)

| ACTIVITY | DATE |
|--|---------------------------|
| Issue RFP | Week 1 |
| Site Visit (to be arranged) * | Weeks 1-5 |
| Proposals Due | Week 6 |
| Proposal Review and Selection of Finalists | Week 6-8 |
| ESCO Interviews and Ranking | Week 9-10 |
| Development of Energy Audit Contract (includes negotiation and signing) | Week 11-12 |
| Technical Audit, Project Analysis | Week 12-24 |
| Audit Review and Development of ESA (includes negotiation, Agency approval if required, and signing) | Weeks 24-30 |
| Site visits may be arranged by contacting: (Note: Insert contact) | person with phone number) |
| | |
| | |
| | |

PART II

EVALUATION CRITERIA

Evaluation of Proposals: Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals, client references, and responses of the fianlist ESCOs during oral interviews, as appropriate. The criteria have been weighted using the letters A and B as indicators: A=Most Significant and B=Significant. These criteria will be applied and interpreted solely at the discretion of Institution.

Experience

- A Qualifications and experience of ESCO's personnel with guaranteed energy savings contracts.
- A Reliability of equipment performance on past projects.
- A Quality and completeness of past project documentation.

Project Management

- A Clear assignment of responsibility for various project tasks to specific individuals.
- A Ability to effectively manage project construction and complete the project on schedule.
- B Quality of approach to operations and maintenance.
- B Quality of monitoring, maintenance, and measurement and verification services on past projects.
- B Clarity, organization and level of detail in written proposal.
- B Quality of communication skills of the ESCO's representatives at the oral interview.

Technical Approach

- A Quality of technical approach, including methods of analysis and understanding of existing building systems and conditions.
- A Quality of the sample investment grade technical energy audit.
- B. Quality of proposed training for facility staff.
- A Quality of baseline energy calculations.
- B Quality of approach to savings measurement and verification.
- B Quality of sample design documentation.
- A Quality of approach to project commissioning.

Financial

- A Financial soundness and stability of the ESCO.
- B Demonstrated ability to provide or arrange project financing.
- B Reasonableness of audit costs.
- B Reasonableness of Preliminary Cash Flow Analysis.
- B Attractiveness of ESCO's Guarantee.

PART III

CONTRACT TERMS AND CONDITIONS

The minimum contract terms and conditions Institution will accept from the selected ESCO include:

1. Technical Requirements

Investment Grade Energy Audit. The selected ESCO must perform and present the results from a detailed investment grade energy audit of acceptable quality to Institution. The proposed audit terms and conditions are specified in the Proposed Energy Audit Agreement located in Attachment B. If Institution decides not to enter into a contract after the audit has been accepted, Institution agrees to pay the cost of the audit as stated in the audit agreement, provided that the proposed contract terms offered by the ESCO meet all the conditions set forth in the audit agreement and this RFP.

<u>Standards of Comfort and Service</u>. The ESCO will be responsible for maintaining the levels of comfort and service for each building as specified in the ESA.

<u>Professional Engineer Involvement.</u> A registered professional engineer must, at a minimum, review and approve design work done under this contract. All projects done under this contract must comply with the currently accepted codes, standards and regulations of the Alabama Building Commission and must be submitted for review/approval by the Alabama Building Commission.

<u>Guaranteed Savings</u>. Institution requires a minimum <u>annual</u> guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing Institution the amount of any shortfall. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years.

<u>Construction Management</u>. The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require Institution to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be detailed in the ESA.

<u>O & M Manuals</u>. At least <u>(Insert Number)</u> operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of Institution.

As-Built Drawings. Where applicable, ESCO must provide mylar, reproducible "as-built" and record drawings (or such electronic equivalents as may be agreed to with Institution) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed project installation. (Note to Institution: Include instructions regarding any required format: i.e. paper, electronic, AutoCAD version xx)

<u>Follow-up Maintenance, Monitoring and Training Services</u>. The ESCO will be responsible for maintaining and monitoring the measures to ensure optimal performance as well as for ongoing training, however, Institution has the option to negotitate the scope of service needed.

<u>Institution Energy Improvement Projects</u>. Institution reserves the right to make energy and/or water improvements to the facility and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.

2. Minimum Contract Provisions

<u>Proposal Submissions</u>. The contents of the ESCO's RFP submission will become part of any final agreement between Institution and the ESCO.

<u>Project Schedule.</u> The ESCO must provide a final schedule of project milestones including construction, equipment-service and preventive maintenance provisions that will become part of any final contract. In the event any milestone or service provision is not met as scheduled, without prior approval from Institution, Institution reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

<u>Institution Inspection</u>. Institution retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. Institution will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation. Institution shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of the agreement. Records shall be kept on file in legible form and retained for a minimum of three years after close-out.

<u>Final Approval of Institution</u>. Institution retains final approval over the scope of work and all end-use conditions.

<u>Ownership of Drawings, Reports and Materials</u>. All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of Institution and will be delivered to Institution as needed, requested or upon completion of construction.

<u>Compliance</u>. All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all Institution regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.

<u>Handling of Hazardous Materials</u>. All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all Institution rules relative to the premises.

<u>Methodology to Adjust for Material Changes</u>. The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

<u>Hiring and Wage Requirements</u>. If applicable, the ESCO will comply with all requirements for the payment of prevailing wages and minority and women-owned business enterprises. (*Policy goals and wage schedules should be inserted here*)

<u>Subcontractor Approval</u>. Institution retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names and qualifications of subcontractors must be submitted at least (*Insert Number*) weeks in advance of subcontractor scheduled start date.

<u>Price Disclosure.</u> The ESCO may be required to fully disclose all costs and fees associated with this project including audit, design, engineering, equipment, installation, financing, commissioning, monitoring, overhead, profit, etc.

Bonding Requirements. (Note: ESCO bonding requirements should be specified including the types of bonds required, and the amount of each bond.)

<u>Insurance Requirements.</u> Prior to the commencement of work, the ESCO must provide evidence of insurance for both the construction and operations phases of the project. (Note: This should be specified as to type and dollar amount required. If necessary, the respondents may be asked to provide this information in a schedule attached to the proposal.)

<u>Annual Reconciliation</u>. Project savings will be verified and reconciled on an annual basis. ESCO will provide timely monthly savings reports to Institution, unless otherwise agreed to by the parties.

<u>Contract Term.</u> No contract shall exceed <u>20</u> years in duration and may be subject to annual appropriations. All projects undertaken must complete the required pay-back period within the term of the contract.

Dispute Resolution. The contract will contain an Alternative Dispute Resolution provision.

HIPAA Business Partner Agreement. (if applicable) The contract will require that the ESCo sign a Business Partner Agreement under the Health Insurance Portability and Accountability Act of 1996. If the work will be on and in campuses of health related entities, this agreement is required as a part of the patient and client information security.

PART IV

INSTRUCTIONS TO PROPOSERS

Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead Institution, may be used as grounds to find the proposing ESCO ineligible.

PROPOSAL SUBMITTAL INFORMATION

| ESCOs who wish to have prop | osals considered by Institution must submit (Insert Number) copies of |
|----------------------------------|---|
| Part IV-A (ESCO Profile and | Qualification Form) and Part IV-B (ESCO's Proposed Approach to |
| Project) and (Insert Number) | copies of the documents listed in Part IV-C (Supporting Technical |
| Documents), by | _(insert date and time) to the following address: (Insert contact person, |
| address and any special labeling | g instructions.) |
| | |
| | <u></u> |
| | |
| | |
| | |
| Responses will be opened on _ | , 20 at (insert time) at (insert location). |

PART IV-A.

ESCO PROFILE AND QUALIFICATIONS FORM

Each ESCO is required to fully answer all questions in each category listed below. Provide responses on 8 ½ " x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 10 point. All pages in your response should be numbered sequentially. ESCOs must also include a table of contents which indicates the section and page numbers corresponding to the information included.

All questions must be addressed by the ESCO in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by Institution as grounds to find the ESCO ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

| City | State |
|-------------------------|---|
| County | Zip Code |
| Email | Fax# |
| Names and Titles of Two | Contact People |
| 1) | Phone () |
| 2) | Phone () |
| | |
| | et any Division or Branch Offices to be involved in this proj |
| • • | et any Division or Branch Offices to be involved in this project arate list if more than one is to be included) |
| Parent Company (Lis | |

- Corporation
- Partnership
- Sole Ownership

| | • Joint Venture | |
|------|--|-----|
| A-5. | Federal Employer Identification Number | |
| A-6. | Year Firm was Established | |
| A-7. | Name and Address of Parent Company, if applicab | le |
| A-8. | Minority Business Information (If applicable to your agency's policies or requirements) | |
| | a. Recognized MWBE. Is your firm a recognized Minority or Woman-owned Busine Enterprise? Yes No | ess |
| | b. <u>Category</u> . If yes, please indicate the appropriate category. | |
| | American Indian Spanish Surname | |
| | Asian-American Woman-Owned Other | |
| | c. <u>Certifying Agencies</u> . If yes, indicate which jurisdictions or certifying agencies recogn your firm's MWBE status. | ize |
| | d. Accommodation. If no, attached summary how you will accommodate MWBE preference | es. |
| A-9. | Five Year Summary of Contract Values for Energy Performance Contracting Projects who your firm was the prime contractor with a first party written savings guarantee to the Institution: (Note: If you are a branch office of a larger firm, indicate only those contravalues associated with that specific branch.) | the |
| \$ | 20_: \$ (to date) 20_: \$ 2001: | |
| | 2000: \$ 1999: \$ | |

A-10. Corporate Background/Historical Data

| a. | How many years has your firm been | n in business under its present business name?Years | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| b. | Please identify all states in which ye | our firm is legally qualified to do business | | | | | | | |
| c. | c. Indicate all other names by which your organization has been known and the length of time known by each name. | | | | | | | | |
| d. | How many years has your firm been involved in energy-related business? Years | | | | | | | | |
| e. | Certify that your company does not owe the state of Alabama any taxes. | | | | | | | | |
| f. | Certify that your company is not Alabama, any other state, or the fed | currently under suspension or debarment by the state of eral government. | | | | | | | |
| g. | • • | Identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation. | | | | | | | |
| h. | Indicate your firm's current annual | gross revenue. | | | | | | | |
| specific by specifically currently in b. Using educational | ranch, division, office, or any in assigned to this project. Indicated repayment. Attach additional sheet the format provided below, brie | fly describe the relevant experience, qualifications and MARY team members (no more than 10 individuals) who | | | | | | | |
| Name of Pro | ject Team Member: | | | | | | | | |
| Current Job Job responsi Number of y Primary Offi | bilities: rears with ESCO: | | | | | | | | |
| Employment Company Na Primary job | t History | | | | | | | | |
| Educational List all acad affiliations, | Background lemic degrees, certifications, professional relevant publications and training. | | | | | | | | |
| individual h Include pro | rgy performance contracting projects this as been involved with during past 5 years. Dject location, type of facilities, year d and dollar value of 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. | |
| Indicate the total years of relevant energy-related experience for this individual. | |

- c. Submit an organizational chart that clearly identifies the roles and relationships of all key team members. Indicate **ONLY** those individuals who will play a **DIRECT** role in this project.
- d. Indicate if your firm is accredited by the National Association of Energy Service Companies (NAESCO). ESCOs are not required to be accredited by NAESCO. All NAESCO accredited ESCOs may receive additional points. (Note: This is optional) In the event an ESCO is not certified a detailed accounting of projects awarded will be required, the agency seeking the contract has the right to require further documentation as necessary.

A-12. FINANCIAL REFERENCES

- a. Provide a copy of your firm's most recent annual report. Provide a Balance Sheet and Cash Flow statement not more than fifteen (15) months old.
- b. Please provide the name, address, and the telephone number of the firm(s) that prepared the Financial Statements.
- c. Please enclose banking references including financial institution, address, contact person, telephone number, and specific information on your firm's credit that may be used to fund construction for large- scale projects.
- d. Enclose bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability.

A-13. Energy Performance Contracting Project History And Client References

Using the form on the following page, list at least ____ energy performance contracting projects (*Note: Insert number of projects; at least five is recommended*) in repayment by and currently under contract with your firm. Limit your response to ONLY 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 this project. Projects with installed costs of less than \$750,000.00 or single technology (e.g. lighting only, controls only, etc.) will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving projects with measures and buildings similar to those proposed for this project.

A-14. Invoked Savings Guarantees.

- a. Please provide a list of projects and appropriate contact information for which payment was made under the savings guarantee.
- b. Please provide a list of projects and appropriate contact information for which payment under the savings guarantee was claimed but for which no payment was eventually made. Please explain the resolution of the matter such that a payment was not made.

PROJECT HISTORY AND CLIENT REFERENCE FORM

ALL INFORMATION REQUESTED IS REQUIRED.

| Project Name and Location Number of Buildings Primary Use Total square footage | |
|--|--|
| Project Dollar Amount (installed project costs) Source of Project Financing | |
| Primary ECMs Installed ESCO Services Provided | |
| Construction Start & End Dates | |
| Contract Start & End Dates | |
| Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance savings, etc.) | |
| Method(s) of Savings Measurement and Verification | |
| Provide CURRENT and ACCURATE telephone and FAX numbers of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project. | |
| Describe the specific roles and responsibilities of ESCo personnel associated with the identified project, limiting your response to only those personnel who will be directly involved in Institution's project. | |
| ESCO Notes or Comments | |

Complete the following information for each of the projects listed.

ANNUAL ENERGY SAVINGS DATA FORM

| Name of Project: | | | Name of ESCO: | | | | | | |
|------------------|-----------|------------|---------------|--------|--------|--------|--------|--|--|
| | Projected | Guaranteed | Achieved | | | | | | |
| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | | |
| KWH | | | | | | | | | |
| Therms | | | | | | | | | |
| KW | | | | | | | | | |
| Water Gallons | | | | | | | | | |
| Other (Specify) | | | | | | | | | |

Information for each of the headings listed above MUST be completed using the above format. DO NOT provide savings data in terms of BTU's or dollars. Data should be given in the form of fuel units which appear in the utility bills. Additional forms should be reproduced as needed.

ANNUAL ENERGY SAVINGS DATA FORM

Name of Project: ______ Name of ESCO:_____

| | Projected | Guaranteed | Achieved | | | | | | |
|-----------------|-----------|------------|----------|--------|--------|--------|--------|--|--|
| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | | |
| KWH | | | | | | | | | |
| Therms | | | | | | | | | |
| KW | | | | | | | | | |
| Water Gallons | | | | | | | | | |
| Other (Specify) | | | | | | | | | |

PART IV-B

ESCO's PROPOSED APPROACH TO PROJECT

PROJECT MANAGEMENT

B-1. Project Summary (not to exceed 2 pages)

Summarize the <u>scope of services</u> (design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value of your firm's services.

B-2. 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.

B-3. Project Financing

Describe your firm's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed.

B-4. Cost of Investment Grade Energy Audit

Indicate the total cost of the investment grade energy audit to Institution if no contract is negotiated. Please see Attachment B- Proposed Investment Grade Energy Audit Agreement for specific technical terms and conditions.

B-5. Preliminary Technical Approach

Based on your preliminary assessment of the project sites and information provided, please describe any equipment modifications, installations or replacements at the facilities that your company would consider installing as a part of this project. Please discuss site conditions, status of building systems and needs of the Institution.

B-6. Energy Baseline Calculation Methodology

Describe the methods you expect to use to compute baseline energy use for this project. Describe any computerized modeling programs used by your firm to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.

B-7. Procedure for Calculating Energy and Cost Savings

Please summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate energy savings for this project. Indicate how your firm identifies, documents and measures operational cost savings opportunities. Describe your firm's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified. See Part IV, B-10 of this RFP for the escalation rates to be used for the purposes of preparing the preliminary cash flow analysis.

B-8. Construction Management

Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.

B-9. Approach to Equipment Maintenance

Describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services that may be proposed for this project. Address how you would approach the role of Institution's personnel in performing maintenance on the new and existing equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.

B-10. ESCO's PRELIMINARY CASH FLOW ANALYSIS ENERGY PERFORMANCE CONTRACTING PROJECT

(Insert Name of Institution)

Escalation Rate by Savings Category*

| Financed Project Costs: | Electric: |
|--|------------------------------------|
| Finance Term: | Natural Gas: |
| Annual Interest Rate : | Steam: |
| Construction Months | Water: |
| Annual Payment | Operations & Maintenance costs: |
| | Other (specify): |
| *Information to be provided by Institution | Escalation Rate for Annual Fees *: |

| Year | Electric Cost Savings | Natural Gas Cost Savings | Steam Cost Savings | Water Cost Savings | Other (Please Specify) | Operational Cost Savings | Total Utility Cost Savings | Maintenance, Monitoring, M&V, and Training Fees | Financing Payment | Net Savings |
|-------|--------------------------|-----------------------------|-----------------------|-----------------------|---------------------------|-----------------------------|-------------------------------|--|----------------------|-------------|
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | | | | | | | | | | |
| 8 | | | | | | | | | | |
| 9 | | | | | | | | | | |
| 10 | | | | | | | | | | |
| TOTAL | | | | | | | | | | |

PART IV-C

SUPPORTING TECHNICAL DOCUMENTS

The following documents must also be submitted in accordance with the instructions specified at the beginning of Part IV of this RFP.

Sample Investment Grade Audit

Sample Commissioning Plan

Sample Measurement & Verifcation Plan

Sample Maintenance Plan

Sample Savings Report to Institution

Sample Design Documentation

Attachments which should be included with the RFP are:

Attachment A (Appendix D): Technical Facility Profile

Attachment B (Appendix G): Proposed Energy Audit Agreement

(optional) Attachment C: Minimum Insurance Requirements

(optional) Attachment D: Minimum Bond Requirements

C-20 APPENDIX C