

 **RFP to Select an ESCO**

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 **From Pre-Qualified Pool**

This document is part of a collection of model procurement and contracting documents that represent best practices for state energy offices (SEOs) to launch and administer programs to increase energy efficiency through Energy Savings Performance Contracting. The documents draw from successful programs in various states and are continually updated to incorporate the latest strategies. They can be easily customized to meet the needs of any program. These documents do not constitute legal advice and are provided as samples for adaptation to the laws and regulations of the user.

Your procurement rules will govern the approach. The approach presented here involves an RFP by an Owner to request qualifications and cost parameters, with no project cost estimates required. The RFP is issues to pre-qualified ESCOs that set

maximum cost parameters for any project.

**DESCRIPTION – Final ESCO Selection Process**

Where Energy Service Companies (ESCOs) were pre-qualified by a state Program to provide performance contracting services to Owners, pre-qualified ESCOs have sufficient capabilities to provide the full scope of ESCO services (auditing, project implementation, financing coordination, guarantee, follow-up measurement and verification). This final selection process establishes how Owners can conduct a second phase of the competitive procurement process to select one ESCO.

The process can easily be customized to add more rigor or to increase the flexibility, but it must meet procurement requirements of the Owner.

This is a model document only and does not attempt to identify or address all circumstances or conditions you may encounter or desire. Consult with your legal counsel and procurement staff to adapt it to meet your needs.

Clients need a final ESCO selection process to select an ESCO from the ESPC program’s pre-qualified pool of contractors. Below is an overview of each element of the document.

|  |
| --- |
| **AT-A-GLANCE –****FINAL ESCO SELECTION FROM ESCO POOL OF PRE-QUALIFIED ESCOs** |
| **Overview****The Big Picture** – What happens during the final ESCO selection?* A client competitively selects an ESCO from a pre-qualified list of contractors
* The client focuses on finding an ESCO best suited for the client’s facilities
* Pre-qualified ESCOs are required to use standard contracts and comply with requirements and guidelines

**Minimum Selection Criteria*** Eliminate the need for clients to define ESCO capabilities
 |

|  **AT-A-GLANCE –****FINAL ESCO SELECTION FROM ESCO POOL OF PRE-QUALIFIED ESCOs** |
| --- |
| **Title** | **Description & Key Points**  | **Negotiating Items & Recommendations** |
| Final ESCO Selection Process –Client Guidelines | Identify at least three ESCOs from the pre-qualified list for further consideration. Request additional information from the three ESCOs, review, and invite the ESCOs to an interview. Select a finalist.  | A minimum level of competition is recommended. Avoid an audit competition.  |
| Technical Facility Profile | Provide information about the facilities – include a building list with square footage, utility costs from the past three years, future plans, and other information as available.  | Provide information as available. If available, it will help interested ESCOs decide whether to respond, propose a less conservative audit fee, and perform a better audit if selected. If the information is not available, proceed with the selection process.  |
| **Request Additional Information** |
| **Sec-tion** | **Title** | **Description & Key Points**  | **Negotiating Items & Recommendations** |
| 1.0 | Overview of Approach | Introduction of the ESCO to the evaluation committee.  | Review overviews prepared by ESCOs in the pre-qualification process.  |
| 2.0 | Project History | ESCO’s expertise and experience by market sector. List of projects including project size and date.  | Detailed information on projects can also serve as references.  |
| 3.0 | Qualifications | ESCO’s background, financial capability, industry accreditations, general scope of services. |  |
| 4.0 | Financial Soundness & Stability |  | Invite a financial specialist to review and score this section independently. |
| 5.0 | Technical Approach | ESCO’s approach to auditing, M&V, commissioning, operations and maintenance, and handling of savings shortfalls. |  |
| 6.0 | Manage-ment Approach | ESCO’s project management and coordination, local staffing, subcontractors, construction management, Owner interaction, long-term servicing, personnel and staffing.  | Request added information specific to your project.  |
| 7.0 | Cost and Pricing | ESCO’s profit markup, fees, contingency, and how best value is achieved.  | The ESPC program established maximum costs (profit markups and fees) for the ESCO. The ESCO may propose a lower rate for your project.  |
| 8.0 | Compli-ance  | Compliance with Performance Contracting Requirements (Best Practices) including use of attached contracts.  | Confirm compliance to use the model documents provided by the Program. |

**REQUEST FOR PROPOSALS**

**FOR ENERGY PERFORMANCE CONTRACTING SERVICES**

**For Owner**

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**REQUEST FOR PROPOSALS**

**FOR ENERGY PERFORMANCE CONTRACTING SERVICES**

**For [Owner]**

1. **Overview and Background**

[Owner (include complete name, and Board name if applicable)] (hereinafter referred to as [Owner**]**) seeks proposals from Energy Services Companies (ESCOs) to conduct an Investment Grade Audit of facilities and implement an Energy Savings Performance Contract. The ESCO will identify and implement building improvements to reduce energy and related costs in facilities, such that annual cost savings are applied to annual payments for improvements.

Only ESCOs that are currently pre-qualified by the Program are eligible to respond to this RFP. Each Owner participating in the Program will use a final ESCO selection process to select a specific ESCO to implement a performance contracting project at the Owner’s facilities.

The final selection process will vary with the Owner’s procurement policies. The following process is recommended:

1. **Proposal Submittal and Selection Process**
	1. **Process for Selecting an ESCO from the as-needed Pre-Qualified List**

#### Identify at least three ESCOs for consideration

* + Review the 5-page overview of each currently eligible ESCO (overviews were provided by ESCOs in response to the RFP for As-Needed Performance Contracting Services). As a first-level screening, consider the ESCO’s involvement in the similar types of facilities. (Links to the overviews are posted on the SEO website.)
	+ Review the more detailed submittal from ESCOs of interest, also on-line at the same site and provided on the ESCO’s website.

#### Further consider at least three ESCOs

* + Develop a Technical Facility Profile to provide information on your buildings to the prospective ESCOs, as suggested below.
	+ Invite these ESCOs to provide additional information specific to your project. (If an ESCO declines to respond, it is not necessary to identify another ESCO to take its place.) The recommended submittal request is provided below.
	+ Review the additional information specific to your project and determine which ESCOs to invite to an interview.
	+ Interview one or more ESCOs. (It is acceptable to only interview the top candidate.)

#### Invite the top-ranked ESCO to enter into the audit contract.

#### If a contract cannot be finalized, negotiate with the second-ranked ESCO.

* 1. **Submittal Instructions**
		1. All submittals shall become the property of the Owner and will not be returned.
		2. Late submittals shall not be evaluated.
		3. Owner reserves the right to reject any or all proposals on the basis of being unresponsive to these guidelines or for failure to disclose requested information.
		4. Owner shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.
		5. **Pre-proposal Conference**

See Selection Process below for details.

* + 1. **Communications Regarding this RFP**

Questions and requests for clarification on this Request for Proposals must be submitted in writing following the instructions posted in the Notice. No verbal inquiries will be addressed. Communication with Owner officials, the Selection Committee, or others associated with the Owner with regard to this Request for Proposals is prohibited.

* 1. **submittal Format**
		1. Present responses to the items in the **ESCO Response to Request for Proposals (Attachment A)**. Follow the same sequence and state each number and question prior to your response.
		2. Quantity: Submit five copies.
		3. Submittal Media: CD, DVD or thumb drive. No printed submittals.
		4. PDF Files: Present the response in a single searchable PDF file. Exception as directed, present any requested examples (Investment Grade Audit, Measurement and Verification Plan, etc.) in separate, single and searchable PDF files. Security protection may be enabled. Ensure printing is enabled..
		5. Deliver proposals to:

Address

Attn:

No later than:

* 1. **Submittal Schedule**

The following schedule has been established for this Request for Proposals. Note that this schedule may be subject to change.

|  |  |  |
| --- | --- | --- |
|  | **TASK** | **DATE/TIME** |
| **1.** | RFP Issued  |  |
| **2.** | Pre-Proposal Conference |  |
| **3.** | Written inquiries |  |
| **4.** | Responses to Inquiries  |  |
| **5.** | Proposal Submission  |  |
| **6.** | Proposal Review Period |  |
| **7.** | Interviews (if required) |  |
| **8.** | Notice of Intent to Award  |  |
| **9.** | Investment Grade Audit Contract | **TBD** |
| **10.** | Energy Savings Performance Contract | **TBD** |

* 1. **Selection Process**
		1. **Pre-Proposal Meeting and Site Visit**

A Pre-proposal Meeting will/will not be held. The purpose of the Pre-proposal Meeting will be to review the requirements of this RFP and answer questions from ESCOs.

Note: Some procurement officials discourage pre-proposal meetings to avoid inconsistencies. If a pre-proposal meeting is held, plan for a 45-minute meeting to describe the process, timeline, expectations, etc.

The pre-proposal meeting will be held on-site/by phone conference.

A facility tour will/will not be held following the pre-proposal meeting. No subsequent tours or additional access to buildings will be offered.

Note: A facility tour may be omitted and/or limited to discourage ESCOs from presenting mini-audits, because a thorough Investment Grade Audit is necessary to analyze opportunities in a credible way. If a tour is offered, limit the tour to a few key facilities for an hour following the pre-proposal meeting.

**DATE:** Date

**TIME:** Start timeto End time (2 hours or less)

**LOCATION:**

Physical address, directions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Conference:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. **Review of Written Proposals.**

Proposals must be prepared as described in **Attachment A: ESCO Response**. Proposers within the competitive range will be invited to participate in the interviews.

* + 1. **Interviews.** Interviews will provide an opportunity for clarification of the written proposal. ESCO representatives at the interview should include individuals who will be key points of contact and have major responsibility for contract negotiation, engineering and design, construction management and follow-up monitoring. Each interview may be tape-recorded. Scores from the written proposal will be modified based on clarifications and the top-ranking ESCO will be considered for award.
		2. **Final Selection.** Final reference checks will be conducted with the apparent awardee (top-ranked ESCO) prior to making the final selection. An award will be made to the selected ESCO.
1. **Scope of Work**

**3.1 Investment Grade Audit and Project Development**

The Investment Grade Audit will identify potential cost-saving measures, determine the cost and savings of each measure, and present a measurement and verification plan to validate future savings of each measure. A project proposal will present a bundle of measures that can be financed through guaranteed savings over the proposed financing term, including a cash-flow table. See **Attachment F: Investment Grade Audit and Project Development Contract** and **Attachment E: Special Contract Terms and Conditions)**.

Note: Owner must have funds available to pay for the audit in the event that performance contract is not later executed. These funds must be allocated/encumbered at the time of signing of the audit contract and will be unencumbered in full when the performance contract is executed.

* 1. **Energy Savings Performance Contract**

Through the Energy Savings Performance Contract, the ESCO proceeds to final design, construction, and commissioning of the improvement measures. Following satisfactory completion of the Investment Grade Audit, Owner will negotiate and develop an **Energy Savings Performance Contract (Attachment G: Energy Savings Performance Contract)** with the ESCO. The contract will define the final agreed upon list of measures, equipment and labor costs and guaranteed cost savings. It will document equipment specifications and warranties. It establishes the schedule and responsibilities of the ESCO and the Owner. It incorporates current state statutes and directives that directly relate to performance contracting: **State Statutes on Energy Savings Performance Contracting (Attachment E)** and **State Government** **Executive Orders (Attachment J)**.

* 1. **Financing Agreement**

The ESCO may solicit financing companies on behalf of the Owner using the Financing Solicitation Package (Attachment H: Financing Solicitation Package), although federal regulations restrict the ESCO’s role in advising on financing. Alternatively, Owner may arrange financing independently. A separate financing agreement will be developed including ESCO payment schedules and lender financing terms and schedules.

* 1. **Post-Construction**

The Energy Savings Performance Contract will include a number of services the ESCO will provide until the end of the contract including the guarantee of savings, measurement and verification of savings, staff training, and possibly any contract maintenance services.

* 1. **ESCO Services**

Note: It is tempting to develop a prescribed scope of work, detailing exactly what projects the ESCO should undertake in your facilities. This is not recommended, however, because it is very valuable to use the ESCO’s technical expertise to help identify and assess the opportunities that are most cost-effective or most valuable for your facilities instead of pre-determining the scope.

ESCO must have the demonstrated capability in engineering and management to provide a broad range of services. Services may include but are not limited to the following:

Investment Grade Audit and Project Development Phase

* investment grade audit to evaluate costs and savings of a variety of energy and water-saving measures
* project proposal including financial analysis
* benchmarking using Energy Star tools
* measurement and verification plan
* utility bill data services to capture credits from utility bill errors

Construction/Implementation/Commissioning and Financing Phase

* engineering design
* equipment procurement and purchasing
* construction management
* hazardous waste disposal or recycling
* ability to arrange financing
* commissioning

Guarantee/Monitoring Phase

* continuing operations and maintenance for all improvements
* staff training on routine maintenance and operation of systems
* training of occupants
* guarantee of performance and cost savings for the entire term of the contract
* measurement and verification for validation and reporting of the performance and savings
* provide for independent review of measurement & verification (guaranteed savings pay for independent contractor)
* maintaining long-term, high-efficiency performance of buildings

ESCO must have the technical capability to address a broad range of systems including, but not limited to:

* Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
* Plants. Distribution systems, cogeneration systems, etc.
* Lighting systems. Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
* Building envelope systems. Windows, insulation, weatherization, etc.
* Specialty Systems: laundry equipment, kitchen equipment, pool systems, other.
* Water and Sewage Systems. Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.
* Renewable Energy Systems and Alternative Energy Generation. Solar electric (photovoltaic, PV) systems, solar water heating, small wind.
* Desired projects. Note: Identify any specific needs or desires that you think must be included in a performance contracting project, or projects that are of particular interest to you. Keep in mind that the ESCO should be given the flexibility to use its own expertise to determine a broad scope of work, so avoid using this section to pre-define the scope of work.

Note: Delete items above that do not exist in the facilities.

* 1. **Buildings, Facilities and Approach**

All facilities owned, managed or operated by Owner at any time during the term of the performance contract will be considered for this work. Specific facilities now operated by Owner are listed in **Attachment C: Technical Facility Profile**. Additional facilities not yet identified that are under the jurisdiction of the Owner at any time during the term of the performance contract can be included in the scope of work in a contract amendment.

Work may be conducted in phases where the detailed scope of work can be developed at any time during the term of the performance contract.

The performance contract can be amended at any time during the initial performance contract term to address other buildings or new projects.

Owner reserves the right to reduce the scope of work, to conduct the work in phases or to segment work in facilities based on technological improvements.

Note: List all buildings in Attachment E even if delayed for future work..

**ATTACHMENT A: ESCO RESPONSE**

See separate file.

**ATTACHMENT B : EVALUATION**

**WRITTEN PROPOSALS**

The Evaluation Team will identify scoring weights for each section, with the “Cost and Pricing” section equaling a minimum of 30% of the total score of the written response to this RFP. The weights of criteria will be determined by the Evaluation Team.

The Evaluation Team recognizes it is premature to place a major emphasis on projected financial benefits prior to the completion of the Technical Energy Audit, because the Audit will define the potential scope and cost benefit. Therefore, the most emphasis will be on qualifications and less emphasis will be placed on the cost information.

**INTERVIEWS**

ESCOs in the competitive range will be invited for an oral interview. The proposal scores will be modified based on clarifications to responses provided in the interview.

**SELECTION**

The Evaluation Team will identify the apparent awardee and then contact references to complete the evaluation.

With quality references, the apparent awardee will be notified of selection; otherwise, the same process will be used with the second-ranked ESCO.

**ATTACHMENT C: TECHNICAL FACILITY PROFILE**

See separate file.

**ATTACHMENT D: COST AND PRICING**

D1: Cost and Pricing Definitions

D2: Cost and Pricing Spreadsheet

**ATTACHMENT E: SPECIAL CONTRACT TERMS AND CONDITIONS**

OVERVIEW:

This section includes some key contract clauses and is provided here to reinforce their importance. Ensure that these clauses match the language in the contracts.

**Contract Documents**. The **Investment Grade Audit & Project Development Contract (Attachment F)** and the **Model Energy Savings Performance Contract (Attachment G)** will be used.

**Payment for Audit**. As given in the **Investment Grade Audit & Project Development Contract (Attachment F)**:

**Basis and Maximum Amount.** Except as provided for in Subsections below, within Number of Days: 120 days recommended days after Owner’s acceptance of the final **Investment Grade Audit and Project Development Contract**, Owner shall pay to ESCO a sum not to exceed Dollar Amount in Words ($ dollar amount) based on a maximum of square footage to be auditedgross square feet at cost per square foot per square foot of audited square-footage, as per **Exhibit B: Cost and Pricing**. Owner shall only pay for square-footage actually audited. Areas deemed by ESCO not to be audited will not be charged to Owner.

**Payment through Performance Contract.** Owner shall have no payment obligations under this contract provided that ESCO and Owner execute an Energy Performance Contract within Number of Days – 120 days suggested, allowing sufficient time for contract negotiation, attorney review, and Owner processing days, after issuance of the **Notice of Acceptance (Exhibit B)** of the final **Investment Grade Audit and Project Development Contract**, but the fee indicated above shall be incorporated into ESCO’s project costs in the Energy Performance Contract and paid through the Energy Performance Contract funding mechanisms.

**Project With Insufficient Savings.** Owner shall have no payment obligations under this Contract in the event that ESCO's final **Investment Grade Audit and Project Development Contract** does not contain a package of energy and water saving measures which, if implemented and as meeting terms of **Exhibit A: Scope of Work, (b) Guidelines and Requirements**, will provide the Owner with cash savings sufficient to fund Owner’s payments of all costs and fees associated with the Energy Performance Contract, including 1) the fee associated with the Investment Grade Audit, 2) all monthly payments on a lease purchase agreement to finance the measures, 3) any annual fees for monitoring and maintenance incurred by the ESCO. Should the ESCO determine at any time during the Investment Grade Audit that savings cannot be attained to meet these terms, the Investment Grade Audit will be terminated by written notice by the ESCO to Owner. In this event this Contract shall be cancelled and Owner shall have no obligation to pay, in whole or in part, the amount specified in this **Section 2(a)**.

**Funding sources to support annual payment.**:

The following payment sources will be considered in the audit:

* Annual energy cost savings
* Annual water and other utility cost savings
* Material/commodity savings, only in years when savings are achieved, including avoided costs such as lamp and ballast replacements, scheduled replacement of parts, etc. Note: This category is often recommended to help increase the scope of work through added source of funds; thorough documentation and review is critical to ensure these anticipated savings are verifiable.

During negotiations, Owner may consider savings to include the following:

* Maintenance cost savings such as terminated service contracts on equipment.
* Labor cost savings, in-house. Note: This category is generally not advised unless staff are cut to achieve budget savings.

Equity cash outlay:

* At option of Owner, an equity cash outlay, pending funding approval, may be used to supplement savings

Note: Move items above into desired categories.

Maintenance and operation cost savings: Savings will be limited to those that can be thoroughly documented and approved. Such savings must only be attributed to the cash flow in years when savings will actually occur.

**Contract Term.** The contract term is up to 25 years provided the average lifetime of the equipment exceeds the contract term, however a lesser term of 12-15 years is typically desired. The ASHRAE Book of Standards will be used in determining the average useful life of the equipment.

**Annual Savings Exceed Annual Costs.** Annual savings shall exceed annual payments each and every year while the performance guarantee is in effect. This means that excess savings in other years and interim savings during the construction period will not be allocated to meet shortfalls in any year. Annual payments include debt service, ESCO fees, maintenance services, monitoring services, and other services.

**Annual Guaranteed Cost Savings.** An annual contractual guarantee will be provided for the first three years of the contract, however, the guarantee shall be made available as a continued option for each subsequent year of the contract term. The Owner can cancel the guarantee at any time after the required period. The guarantee must provide for the sum of identified cost savings to equal or exceed the amount of the annual payment, where annual payment equals lease plus monitoring & verification fee plus required service, each and every year while the guarantee is in effect.

**Interim Savings during Construction Period.** Savings accrued during the construction period will not be allocated to the annual savings of any year. See “Annual Savings Exceed Annual Costs” above.

**Excess Savings (beyond the guaranteed amount).** Excess savings will be retained by Owner and will not be allocated to shortfalls in savings in other years. See “Annual Savings Exceed Annual Costs” above.

**Use of Stated Cost Markups.** The individual cost markups disclosed in the proposal will be used in both the Investment Grade Audit and the Energy Performance Contract, provided the size and scope of the project remain similar. Cost markups presented in the proposal can be negotiated downward.

**Open Book Pricing.** Open book pricing will be required, such that the ESCO will fully disclose all costs, including all costs of subcontractors and vendors. ESCO will maintain cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. ESCO will provide access to records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. Stated cost markups will be clearly applied.

**Contingency.** Any unused contingency cost will not be retained by the ESCO and will be applied to the project.

**Equipment Compatibility or Standardization.** All equipment installed that is comparable to similar equipment at the facilities, shall offer compatibility with existing systems, and/or be of the same manufacturer for standardization of equipment Owner-wide, unless excepted by Owner. Note: Could include name of existing controls system, or a requirement for open systems or devices, if new controls systems will have to be compatible with an existing brand of controls.

**Annual Appropriations.** Annual payment is subject to annual appropriations.

**Inflation and Escalation Rates.** Any inflation rates will be pre-approved by Owner.

**Energy Escalation Rates.**  Where the annual lease-purchase payments are set-up to escalate each year in anticipation of annually escalating energy cost savings, a calculator will be used to determine the maximum value as developed by the US Department of Energy for energy saving performance contracts in its Federal Energy Management Program. The tool is on-line at:

<http://www.eere.energy.gov/femp/techassist/softwaretools/softwaretools.html> (EERC).

**Monitoring and Verification Plan.** A monitoring and verification plan will be developed per guidelines in the energy performance contract. Note that this should be rigorously reviewed by a third party.

**Independent Review of Monitoring & Verification.** The energy performance contract must provide for a portion of the guaranteed savings for Owner to contract with an independent monitoring & verification specialist to provide an independent review of the ESCO’s monitoring & verification plans and reporting. This is estimated to be 10 percent of the ESCO’s monitoring & verification costs.

**Data Collection and Reporting by ESCO – Using eProject Builder (ePB)**

ESCO shall collect and report project data, on behalf of Owner and with approval by Owner, as identified in **Energy Savings Performance Contract -** **Schedule D: Data Collection and Reporting – Using eProject Builder** and as amended on the LBNL website (<http://eprojectbuilder.lbl.gov>) and at the specified times.

eProject Builder ("ePB") is a web-based tool managed on behalf of the Department of Energy by The University of California/Lawrence Berkeley National Laboratory (LBNL). ePB enables ESCO and their contracting agencies or other entities to:

(1) upload and track project-level information;

(2) generate basic project reporting materials (e.g. task order schedules) that may be mandated by local, state, and/or federal agency requirements; and

(3) benchmark proposed Energy Savings Performance Contract (ESPC) projects against historical project data.

Based on information provided by the ESCO, the parties agree that the data required to be delivered to LBNL under this clause has commercial value whose disclosure would cause competitive harm to the commercial value or use of the data. LBNL intends to withhold such data from disclosure under 10 C.F.R. 1004.3(e)(2). The use of this data is governed by the provisions of this contract. Unless compelled by a court of competent jurisdiction, there may be no release of this data to the public without the written consent of the Recipient and DOE. Aggregate data that does not identify project-specific metric information may be released as set forth in the contract. Other information required to be delivered under this contract, but not covered under this Commercially Valuable ESPC Project Data clause, shall be delivered in accordance with this contract.

**ATTACHMENT F: INVESTMENT GRADE AUDIT AND PROJECT PROPOSAL**

OVERVIEW:

This Technical Energy Audit & Project Proposal Contract is the first of two contracts with the selected ESCO. The ESCO will complete an investment grade technical energy audit that will include an analysis of each proposed project with projected energy and cost savings and itemized project cost. The ESCO will also propose terms for the performance contract and present a proposal that includes recommended projects, financing term and projected annual cash-flow analysis. The results of the audit will form the basis for a subsequent Energy Performance Contract.

The complete contract is under a separate electronic file for easier use.

Note: provide this attachment under separate file for easier use. Retain this page with overview as a “placeholder.”

**ATTACHMENT G: MODEL ENERGY PERFORMANCE CONTRACT**

OVERVIEW:

This Energy Performance Contract is for design, construction, guarantee, and follow-up monitoring of energy-saving projects. An energy audit was previously completed that identified the costs and savings of each project. The audit provides the basis to develop and negotiate this Energy Performance Contract.

The complete contract is under a separate electronic file for easier use.

**ATTACHMENT H: FINANCING SOLICITATION**

The financing solicitaiton package is under a separate electronic file for easier use.

OVERVIEW:

The ESCO may conduct a competitive bid process to select a financing firm to satisfaction of Owner. ESCOs are restricted from advising on financing, per federal regulations.

**ATTACHMENT I: LEGISLATIVE REQUIREMENTS**

**ATTACHMENT J: PROPOSED PROJECT SCHEDULE**

The following schedule is the proposed schedule, and may change during the project.

Note: Change week numbers as needed. Consider holiday or seasonal schedules if they are the best times for construction..

**ACTIVITY DATE**

**RFP Phase**

**ESCO Selection and Award Week 8**

Note: Refer to Submittal Schedule.

 Consider time needed for Board approval, if necessary, or official announcement.

**Investment Grade Audit Phase**

**Contract Negotiation Weeks 9-11**

Note: Allow two weeks for negotiations. Reserve time to negotiate cost markups as maximum markups were given in the proposal response. Also negotiate the scope and level of the audit. Otherwise, this contract is simple and straightforward.

**Board approval and signatures to execute contract Week 12**

Note: Allow sufficient time based on past experience with contracts in your department.

**Audit, Final Report and Presentation Weeks 11-22**

Note: Allow time for several meetings during this process, so that there is sufficient discussion for agreement.

**Energy Performance Contract Phase**

**Negotiation and Documentation Weeks 23-30**

Note: It is very important to allow sufficient time to review the contract and meet several times with the ESCO to ensure thorough understanding of contract elements, to discuss and negotiate project scope and costs, and to fully document the contract to incorporate project schedules, maintenance agreements, and other project-specific documents. Its time well-spent, as a thorough understanding and documentation of expectations could avoid future conflicts.

 **Board approval and signatures to execute contract Weeks 31-34**

Note: Allow sufficient time based on past experience with contracts in your department. To save time, request legal review and approval during the RFP stage.

**Installation To be negotiated**

**Commissioning/Monitoring Phase**

**Commissioning To be negotiated**

**Monitoring To be negotiated**

**Staff Training To be negotiated**

**Other To be negotiated**

**Proposed Contract Term To be negotiated**

**Note: This schedule is subject to change.**