

APPENDIX E: Chapter 5 – Overseeing a Project

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APPENDIX E-1: Technical Assistance Tasks for Field Representatives (Medium-Cost Option)

Below is an outline of technical assistance tasks that an Energy Savings Performance Contracting (ESPC) program could consider providing to assist owners through the ESPC process. The outline includes the number of hours for each service.

The following is a detailed task list for use by program-funded Project Facilitators. Since this list is intended to be offered at no cost from the program, the technical assistance is not as intensive as an owner-funded option and is considered a medium-cost option.

Project Development Phase

- **Overview:** The first step is to conduct a preliminary phone discussion to pre-screen the potential project, followed by a site visit. The site visit will involve a meeting with decision-makers and a facility walk-through with maintenance staff members to further assess the project potential and how performance contracting could be applied. As funds allow, a follow-up feasibility study could be conducted to present a cost and savings analysis of the top few likely measures in order to give the owner a sense of the magnitude of what could be funded.
- **Goals:** Determine whether performance contracting is a realistic option and get a “go” or “no-go” decision to proceed with a request for proposals (RFP).
- **Tasks and Hours Estimate:**
 - Preliminary phone discussion and pre-screening to determine eligibility for program services, and a write up of the discussion. (1 hour)
 - Site visit: 1) meet with facility director and decision-makers, 2) present an overview of performance contracting, 3) get support for completing a feasibility study and to consider a performance contracting project, 4) conduct a walk-through with the facilities director (same day, 2–4 hours) to collect enough information for a feasibility study. (8 hours max, plus travel time)
 - Develop a feasibility study to present a potential performance contracting project. This step is largely for marketing purposes to gain buy-in. It could be a simple benchmark comparison of utility use compared to similar type facilities that are efficient, with an efficiency and cost savings estimate and an estimate of the dollar value of the project that the cost savings can support. Alternatively, the study could go more in depth and provide an overview of facility conditions (that can later be used in an RFP) and a simple cost-benefit analysis of three or more of the most likely measures, with a pro-forma of an aggregated project to be financed. After completing the study, send it to the owner, follow-up with a phone discussion, and present the results at a board/decision-maker meeting. Get a “go” or “no-go” decision to proceed with an RFP. (8 hours max plus travel time)

Request for Proposal (RFP) Phase

- **Overview:** With a “go” decision from the owner, the RFP phase involves customizing the model RFP and capturing facility and utility use data to enable the responding Energy Service Companies (ESCOs) to assess whether to submit a proposal.
- **Goal:** Prepare an RFP that meets the needs of the owner and that provides sufficient detail for ESCOs to decide to submit a proposal.

- Tasks and Hours:
 - Obtain utility use information and a facility overview from the owner to insert into the RFP. (3 hours)
 - Customize the RFP to meet the owner’s needs. (3 hours)
 - Provide the owner with a list of ESCOs. (1 hour)
 - Provide an on-site training session for the owner’s evaluation team to educate each team member about performance contracting, discuss evaluation criteria, establish consistent expectations, and develop questions to differentiate between ESCOs. (3 hours plus travel)
 - Participate in the evaluation committee as an advisory, non-voting member to review proposals for “red flags” and to identify questions or clarifications needed from ESCOs. Participate in the follow-up decision-making discussion to ensure the evaluation team is not swayed by a misunderstanding of the industry (16 hours plus travel, depending on the number of proposals and complexity of the project; if ESCOs were pre-qualified, this step will be less time-intensive)
 - After ESCO selection, meet with the owner to go over all elements of the proposal to ensure no “red flags” (ensure compliance with legislation and RFP requirements) and to prepare for the audit contract. (4 hours plus travel)

Investment Grade Audit Phase

- Overview: Guide the owner through the audit process, providing a template document, attending the kick-off meeting with the ESCO, and reviewing and commenting on several iterations of the audit report to validate cost and savings estimates.
- Goal: Ensure that the identified measures and the cost and savings estimates are based on sound engineering practices with reasonable assumptions so that the owner can proceed with the performance contract.
- Tasks and Hours:
 - Provide the audit contract template for the ESCO and owner to develop.
 - Attend the kick-off meeting with the owner and ESCO. This step is critical for ensuring effective communication and that the facilitator has the necessary background to review the audit. (3 hours plus travel)
 - Review and comment on the final audit contract document. (1 hour)
 - Review the preliminary audit and subsequent iterations of the audit to ensure energy saving calculations are sound and that costs, markups, and escalation rates are reasonable. Advise the owner on findings each time. (8 hours minimum, depending on the scale of the project)
 - Ensure the measurement and verification plan (M&V) is properly developed to establish how savings will be measured and how the guarantee will be determined. (3 hours minimum, depending on the scale of the project)
 - Ensure the commissioning plan is properly developed. (1 hour)

Financing Phase

- Overview: Guide the ESCO through running a competitive solicitation on the owner's behalf in order for the ESCO to help the owner select a provider with the best financial terms and services to finance the project.
- Goals: Establish a final financing agreement with a competitively selected provider.
- Tasks and Hours (2 hours total)
 - Engage the owner's finance officer to work with the ESCO.
 - Provide the financing RFP for the ESCO to run a competitive solicitation on behalf of the owner and make a recommendation on which financial proposal to accept.
 - Advise the ESCO and owner to seek other available funding sources to add to the scope, such as utility rebates or grant funds.

Performance Contract Phase

- Overview: Interact with the owner and the ESCO to review and comment on iterations of the contract to ensure the owner's risks are mitigated and that the contract is well documented.
- Goals: Ensure the owner fully understands and approves each element of the contract and ensure that the contract is well documented to address scenarios that could arise over the long contract term, including how to measure and verify efficiency savings to ensure the guarantee is satisfied.
- Tasks and Hours
 - Provide the performance contract template and explain each element. (3 hours plus travel)
 - Review the ESCO's customization of the contract, ensure full documentation, ensure compliance with legislation and RFP requirements, and raise issues related to risk, guarantee, escalation rates, etc. Several sessions may be needed to get to contract approval. (20 hours, depending on the scale of the project)
 - Review the commissioning plan and measurement and verification plan, as well as other schedules attached to the contract. (10 hours, depending on the complexity and scope of the project)

Measurement and Verification Phase

- Overview: On a quarterly or annual basis, review and comment or approve the ESCO's reports on efficiency savings to validate for the owner that the guarantee was satisfied.
- Goal: Ensure that efficiency savings meet or exceed the ESCO's guarantee.
- Tasks and Hours:
 - Ensure that the measurement and verification process established in the performance contract schedules was accurately applied and that the baseline was reasonably adjusted. (12 hours depending on the scale of the project)
 - Review quarterly/annual savings reports and advise the owner on results. (12 hours depending on the scale of the project)

Project Data Collection

- Overview: Collect detailed technical data on the project to document the success of the project and the success of the program.
- Goal: Document the details of the project for use in program metrics as well as for a case study.
- Tasks and Hours:
 - Collect technical data on buildings, project cost, annual guaranteed efficiency savings versus actual annual efficiency savings, associated cost savings, and financing mechanism. (2 hours or more, depending on level of effort)
 - Provide anecdotal and historical information to include in a case study. (2 hours)

APPENDIX E-2: Sample Request for Proposal (RFP) and Contract to Solicit Field Representatives (Project Facilitators)

Below is a sample RFP and contract. The RFP includes response criteria, evaluation factors, and the selection process. The contract includes performance requirements, a sample task order with associated funding letter, and reporting requirements.

Request for Proposals for Technical Assistance Field Representatives for a State Energy ESPC Program

DESCRIPTION

This model RFP is provided for a state energy office (SEO) to contract with ESPC professionals who will function as technical assistance field representatives to support the SEO's program, providing technical oversight services to owners and added technical expertise for the SEO's program planning and development process. (The model is based on the RFP used by the Colorado Governor's Energy Office and can be adapted to meet the particular needs of any program.)

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 members to adapt this document to meet your needs.

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I - ADMINISTRATIVE INFORMATION

Insert boiler-plate information supplied by the issuing procurement office. This language typically includes: contact information of issuing office; schedule of activities (timeline); pre-proposal conference information; information for proposer on submittal and award process, modification, withdrawal, protest, confidentiality, etc.; as well as requirements of all state contracts.

II – BACKGROUND, OVERVIEW AND GOALS

The State Energy Office (SEO) is soliciting proposals from consultants (Contractor) with expertise in energy efficiency of buildings and energy savings performance contracting (ESPC) to provide Technical Consulting and Program Management Support for its ESPC program (the Program), serving as technical assistance field representatives.

Program Description: The SEO is developing the Program to encourage and assist government decision makers throughout the state to achieve the many benefits of energy efficiency available through performance contracts. ESPC is an effective way for governments to achieve large-scale, comprehensive

energy-saving projects. Other activities of the SEO that may further support this Program include educational/outreach activities, including a constantly updated and expanded website, presentations at conferences and associations, personal contact with associations representing target audiences, workshops, etc.

Individuals or Firms: Offerors can be individuals or firms. If the offeror is a firm, selection will be largely based on the credentials of the lead individual proposed to serve as the consultant. It is desired that the lead individual handle all interaction with the program and perform all/most assigned work. The program deems this requirement highly important, as a single individual's involvement will provide consistency of communication and quality expertise and services in working with the program and its customers.

Independent Advisor: The consultant must be able to serve as an independent advisor. It is desired that the consultant and consultant's firm do not function in the capacity of, and do not conduct work with/for, energy service companies (ESCOs) or other energy-related firms that conduct such work in this state for the audience targeted by the program (state and local government sectors), as the Program views it as a conflict of interest for consultants to provide the same services that they advise the Program customers to pursue.

Travel Expectations: The consultant will be expected to travel throughout the state to work with state and local governments and other Program owners.

Job Requirements:

General

- Single consultant, as described above.
- Independence, as described above.
- Academic Experience: Four-year college degree or higher in energy engineering, mechanical engineering, or a buildings-related technical field. Professional Engineer (PE) or Certified Energy Manager (CEM) certifications are desired but not required.

Technical Experience – a general knowledge of all elements below is required:

- Building Energy Use: Experience or knowledge of energy use in government buildings (schools, universities, office buildings, recreation centers, water treatment plants, housing authorities, etc.). Experience or general knowledge of utility bill tracking and analysis (tracking and monitoring utility bills, identifying utility bill errors or switching rate schedules, using commercial energy tracking software, identifying baseline consumption, assessing efficiency savings with respect to the baseline, etc.).
- Building Energy Systems: Experience or knowledge regarding building energy systems (analysis, specification, engineering design, operation and maintenance, installation, etc.). Experience or knowledge of energy systems (lighting upgrades, boiler replacements/modifications, evaporative cooling, etc.). Experience or knowledge with specialty systems (pool systems, ice skating rink systems, water-saving retrofits, plants, distributed generation systems, water/sewage treatment plants, geo-exchange systems, etc.).
- Renewables Systems: Experience or knowledge of renewable systems (solar electric, solar thermal, wind, Power Purchase Agreements (PPAs), etc.).

- Energy Auditing: Experience or knowledge in identifying and evaluating energy-saving opportunities, evaluating energy efficiency and cost savings, and estimating project costs.
- ESPC Experience: Experience or knowledge of ESPC processes and applications and the ESCO industry and practice.
- Commissioning Experience: Experience or knowledge of commissioning practices.
- Measurement and verification: Experience or knowledge of measurement and verification practices.

Marketing/Facilitation Experience:

- Schools/Government Experience: Interpersonal and government relations skills, such as experience and ability in facilitating meetings and leading projects, involvement or familiarity with government decision-making practices and government procurement processes (competitive solicitations – RFPs, contractor selection process, contracts, other purchasing practices, budgeting processes, and any special regulations for multi-family housing authorities, state/local government, etc.).
- Owner Facilitation: Experience or capability to influence decision-makers and facilitate meetings of five or more people, identify interests/concerns/barriers, discuss solutions, arrive at consensus, and following through on activities.

Capability:

- Ability to conduct work and provide timely follow-up on projects as needs arise, recognizing that demand for services will vary significantly. Flexibility in changing schedules and meeting anticipated needs of building owners.
- Travel: Willingness to travel and serve the entire geographic area for this program.

III – STATEMENT OF WORK

A. TASKS

Team Approach: The consultant must be willing to work in a team effort with the Program staff members. Program staff members may conduct some of the services.

Task Pre-Approval: The SEO will authorize each task before it is conducted to ensure efficient use of resources.

1. Program Management Support

Assist the SEO in developing the Program guidelines, procedures, and resources as needed.

2. Technical Consulting

- Initial Consultation: Educate decision-makers and facilities or administrative staff members to recognize the value and cost-savings that could result from an ESPC project.
- Facility Owner Assistance: Discuss process and potential project with facility owners.

- Procurement/Selection of ESCO: Facilitate the procurement process for final selection of an ESCO, following program guidelines.
- Project Development: Participate as customer’s representative in meetings with the ESCO. Serve as trouble shooter and communication facilitator throughout the process to ensure customer’s expectations are appropriate and are met by contractor. Work in a tag-team approach with SEO program staff members and consultants to deliver optimum services to owners.
- Investment Grade Audit Review: Review the Investment Grade Audit to ensure stated markups from the proposal are applied, efficiency savings estimates are based on sound engineering approaches, and project cost estimates are reasonable.
- Monitoring and Verification Plan: Ensure a monitoring and verification plan is developed during the audit process and uses guidelines and tables detailed in the audit contract. Review the plan and ensure the plan is later refined and incorporated into the performance contract.
- Contract Development: Advise the owner on contract issues, offer negotiating tips, and ensure all schedules are well-documented as defined in the contract guidelines. Ensure monitoring and verification process is laid-out using the tables and process as defined in the performance contract schedule guidelines.
- Project Monitoring: Help monitor project construction and project operation to ensure the successful completion of construction and operation of the energy conservation measures as defined in the energy performance contract.
- Monitoring and Verification Report Review: Ensure monitoring and verification reports apply the process laid out in the performance contract, advise the owner if the report can be accepted as accurate, and advise on any issues to further explore.
- Dispute Resolution: Assist in the mediation of disputes that may arise between the Owner and the ESCO and/or identify whether a dispute exists that needs further independent assessment.

B. DELIVERABLES

The Contractor shall prepare and develop the following deliverables for each owner:

- Project tracking log (monthly) to report on activities and progress.
- Other deliverables may include engineering studies on projects, written review of audit, written review of monitoring and verification results, table of cost analysis, etc., as indicated in the task list and as directed and approved by the SEO.

Deliverables must be produced to the satisfaction of the SEO.

C. TRAVEL

Travel will be necessary to visit the Program owners at their location (any location in the state) and to meet with Program staff members for progress update meetings.

D. REIMBURSABLE EXPENSES

Mileage expenses will be reimbursed at the rate of \$ [redacted] /mile.

Lodging, meals, parking, and other expenses will be reimbursed according to the SEO's procedures:

[redacted]

E. PROJECT SCHEDULE

This contract will be in force for a period of five (5) years unless cancelled according to the terms of the contract.

The schedule is highly variable. There could be several periods with little or no activity followed by a spurt of activity. The consultant will be actively involved in generating interest in the program, so he or she will be able to influence the level of activity and schedule. No commitment is made by the SEO to maintain consistent levels of work.

F. CONTRACT INFORMATION

This arrangement will be an indefinite quantity, minimum delivery contract. The SEO will execute a contract for a minimum of \$ [redacted] that is intended for the initial period of the five-year contract for hourly compensation, travel, and other reimbursements (the period will be determined by the need for such services). Additional funds may be added to the contract at the discretion of the SEO throughout the contract term, depending on additional demand for services.

If additional hours are contracted for, the hourly rate will remain the same as in the original contract, however an escalation rate based on inflation and established by the SEO will be applied to all costs after each one-year contract period when initiated by contractor.

G. CONTRACTOR EVALUATION

The contractor selected from this Request for Proposals will be evaluated with respect to owner satisfaction as well as to the satisfaction of the SEO to ensure that tasks are being performed accurately and in a timely, owner-oriented manner. The SEO will pre-approve all individual activities, and will hold quarterly meetings to review performance, discuss project updates, and decide on future activities.

IV – OFFEROR RESPONSE FORMAT

A. PROPOSAL FORMAT

Submit one printed copy of your proposal (clearly mark as “original”). Submit the full proposal in a single PDF file via email to: [redacted]

At a minimum, the proposal package must contain all items outline in the Required Proposal Elements.

B. REQUIRED PROPOSAL ELEMENTS

Present proposals in the following identifiable sections as listed below. **Re-state the question or sub-heading above your response.**

All information included in the responses may be used to evaluate any component of the response.

PROPOSAL ELEMENTS

1. Experience, Expertise, and Capability (55 points)

Each of the sub-criteria (“a” through “e”) are of equal weight.

a. Approach

- i. Firm. Describe the services of your firm, if applicable.
- ii. Single Consultant. Indicate the percentage of work to be conducted by the lead consultant. Note that the program seeks a lead consultant that will do 100% of the work, so that an individual consultant is involved in all aspects of a project (technical work as well as interaction with the program and the owner), in order to maintain consistency of communication and high quality of service. However, the program will consider a team approach where proposed. In that case, describe the roles and percentage of workload for any other individuals planned for this work. Describe the management and communication approach to making the team function as a single consultant would.
- iii. Independence. Describe the nature of your business with respect to energy service companies that conduct work in this state for state and local governments. Also describe the nature of your business with respect to other energy-related firms that provide product or services for this state’s state or local governments (include energy engineering firms, engineering design firms, commissioning firms, schools energy management firms, vendors, etc.). Describe how you or your firm can truly function as an independent consultant for the program, as the SEO considers it a conflict of interest for the selected firm to conduct work as or for a company that is engaged in the same types of businesses that the program advises owners to pursue.

b. Experience - Technical

- i. Resume. Provide an overview of the experience and qualifications of the lead consultant and attach a resume (two pages maximum). Include academic background and degrees, professional designations (PE, CEM, etc.), and relevant work history. Include the same information for any other individual if a team approach is proposed.
- ii. Building Energy Use. Describe your experience with energy use in government buildings (schools, universities, office buildings, recreation centers, water treatment plants, housing authorities, etc.). Describe your experience in utility bill tracking and analysis (tracking and monitoring utility bills, identifying utility bill errors or switching rate schedules, using commercial energy tracking software, identifying baseline consumption, assessing efficiency savings with respect to the baseline, etc.).

- iii. Building Energy Systems. Describe the nature of your experience regarding building energy systems (analysis, specification, engineering design, operation and maintenance, installation, etc.). List the energy systems you have dealt with (lighting upgrades, boiler replacements/modifications, evaporative cooling, etc.). List the specialty systems you have been involved with or are familiar with (pool systems, ice skating rink systems, water-saving retrofits, plants, distributed generation systems, water/sewage treatment plants, geothermal systems, etc.).
- iv. Renewables Systems. List the renewables systems you have been involved with (solar electric, solar thermal, wind, PPAs, etc.).
- v. Energy Auditing. Describe your experience in identifying and evaluating energy-saving opportunities, evaluating energy efficiency and cost savings, and estimating project costs.
- vi. ESPC Experience. Describe experience and direct involvement with ESPC and ESCOs.
- vii. Measurement and Verification. Describe your experience and direct involvement with measurement and verification.
- viii. Commissioning. Describe your experience and direct involvement with commissioning.

c. Experience - Marketing/Facilitation

- i. Schools/Government Experience. Describe your interpersonal and government relations skills, such as experience and ability in facilitating meetings and leading projects, involvement or familiarity with government decision-making practices and government procurement processes (competitive solicitations – RFPs, contractor selection process, contracts, other purchasing practices, budgeting processes, and any special regulations for multi-family housing authorities, state/local government, etc.).
- ii. Owner Facilitation. Describe your experience with influencing decision-makers and facilitating meetings of five or more people, identifying interests/concerns/barriers, discussing solutions, arriving at consensus, and following through on activities.

d. Work Product

Attach a sample energy audit that demonstrates your engineering work, writing skills, presentation of technical information, engineering calculations, and cost-estimating approaches. (Note: only two copies need to be submitted with the proposal, but they should be separated out from the rest of the response.)

e. Capability

- i. Schedule. Recognizing that demand for services will vary significantly, describe your capability to complete this project, ability to conduct work and provide timely follow-up on projects as needs arise, and describe your flexibility in changing schedules and meeting anticipated needs of building owners.

- ii. Travel. Describe your willingness and interest to serve the entire geographic area for this program. This effort will focus on state and local governments throughout the state. Typical trips will vary from one hour to five hours from [redacted] and could be one-day trips or include an overnight stay. Trips to any corner of the state will typically be 2–3 days long in order to serve the region in an economical way.

2. Costs (30 points)

- a. Hourly Rate. List the following for the lead consultant: Name, Title, Hourly wage. If the lead consultant is not proposed for 100% of the work, list above information for other staff members and list the percentage of the total work that each individual will complete.
- b. Hourly Travel Rate. List the hourly wage for travel time.

3. Oral Interview (15 points)

The lead individual proposed by the offeror will be required to attend the oral interview.

V – EVALUATION

A. EVALUATION PROCESS

Overview: This evaluation will be a two-step process.

Phase I

In Phase I of the evaluation process, offerors' proposals will be evaluated on their technical experience and expertise, statement of costs, and written communication skills. A total of 85 points will be assigned at this point. If the evaluation committee has any questions about the proposal, written clarifications will be requested before the proposal scores for Phase I are finalized. Top candidates will then move on to Phase II. Letters will be sent at this time to offerors who are disqualified from moving on to Phase II. During Phase II, each offeror will be asked to respond to a standard list of questions and up to 15 additional points—based upon their oral communication skills—will be added to their Phase I evaluation scores. Changes in the Phase I score can be made during the Phase II process if the interview process clarifies elements of Phase I.

An evaluation committee will judge the merits of the written responses received in accordance with the evaluation factors described below in Phase II – B: Final Selection. Evaluation of the written responses will constitute Phase I of the evaluation process.

If the committee decides that clarifications will be required from the offerors to evaluate the proposals, clarification letters will be faxed to the offerors. Offerors will be expected to respond in writing to the clarification request within three business days.

Phase II

Based on the total scores after Phase I, the evaluation committee will invite the offerors with the top-scoring qualified proposals to participate in the Phase II oral presentations. The candidates participating in oral presentations will be limited to those with proposals that the evaluation committee considers as having a reasonable chance of receiving an award based solely on Phase I of the evaluation. This means candidates with scores no more than 15 points lower than the leading candidate(s). Candidates who do not qualify for oral presentations will be notified at this point.

The oral presentations will allow offerors to respond to a standard list of questions and give the evaluation committee an opportunity to evaluate the candidates' oral communication skills. The evaluation of oral presentations will complete the evaluation process. Up to 15 additional points will be added to each offeror's score after the oral presentation has been completed. The people who will be assigned to this project will be expected to participate in the oral presentation. If a backup candidate is proposed, that person will need to be available for oral presentations as well.

B. FINAL SELECTION

The proposal(s) with the highest scores (after Phase I and Phase II of the evaluation process have been completed) will be recommended for award.

The recommendations of this committee will be forwarded to the Division of Finance and Procurement, State Purchasing Office, for review and approval.

ATTACHMENT – CONTRACT

THIS CONTRACT, made this DAY of _____ DATE _____, by and between the State Energy Office (SEO) hereinafter referred to as the State or SEO, and _____ COMPANY NAME & ADDRESS hereinafter referred to as the Contractor.

WHEREAS, authority exists in the law and funds for the current fiscal year have been budgeted, appropriated, and otherwise made available, and a sufficient uncommitted balance thereof remains available for encumbrance and subsequent payment of this Contract Number _____; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Program provides services to the State's state and local governments to develop comprehensive, large-scale energy-saving projects; and

WHEREAS, the State, after evaluating all timely, complete and qualified proposals submitted, and after completing oral presentations, has determined the Contractor's proposal, and two other proposals selected, as the most advantageous to the State, price and other factors considered; and

WHEREAS, the Contractor has the expertise and resources necessary to provide the work required by the State.

NOW THEREFORE, it is hereby agreed that,

1. The Program

In consideration of the State's promises hereinafter made, the Contractor promises to provide the professional services necessary to complete the program outlined in this paragraph, including all tasks, objectives, reporting requirements, and specifications as required herein.

A. Program Description:

SEE RFP FOR PROGRAM DESCRIPTION

B. Program Goals and Objectives:

SEE RFP FOR PROGRAM GOALS & OBJECTIVES

C. Statement of Work:

SEE RFP FOR STATEMENT OF WORK

i. Task Orders: Tasks will be defined, negotiated, and ordered by agreement of the parties based on the rates established in attached Exhibit D, and the descriptions set forth in Section 1.C.ii, and are subject to the same terms and conditions established in the contract. The Contractor understands that there is no guaranteed minimum commitment by the State to issue Task Orders pursuant to this contract. Changes to terms, conditions and prices specified, or other provisions of the contract shall be completed by formal

amendment and signed by the State Controller or his designee. Task orders processed in accordance with this paragraph shall occur as follows:

If the State has need of services, and the Contractor agrees to provide those services, the State shall provide a definition of the requirements to the Contractor. The Contractor will propose a price for the task using the rates agreed to and identified in attached Exhibit D to the contract and attached to the Contractor's proposal. The proposal shall include the estimated number of hours and amount of other elements of cost priced by the parties in the rates established in Exhibit D, as well as the proposed time of performance, in a form acceptable to the State.

Upon negotiation and agreement of the parties concerning the statement of work, the price, and the time of performance, the Task Order attached as Exhibit A to the Contract shall be prepared and signed by both parties.

Performance of the work and payment for that work shall be governed by the standards and procedures set forth in this contract. Upon negotiation and acceptance of the Task Order, the contractor warrants that performance will be successfully completed within the time frame and price stated in the Task Order. The State's financial commitment stated in the Task Order shall not be considered valid until the State Controller or a delegate executes the Task Order.

ii. Work Tasks:

(1) Contractor shall perform specific tasks as needed as set forth below:

SEE RFP FOR WORK TASKS

C. Conflict of Interest Issues:

In order to maintain neutrality while dealing with customers, the Contractor agrees to the following:

- Contractor shall serve as an independent advisor such that the consultant and consultant's firm do not function in the capacity of, and do not conduct work with/for, ESCOs or other energy-related firms that conduct performance contracting, commissioning, or other such work in the State's state and local government sectors. SEO views it as a conflict of interest for consultants to provide the same services that they advise SEO Program customers to pursue.
- When Contractor has provided SEO Program services to a particular customer, Contractor shall refrain from accepting any work with the customer, or with any other contractor selected to serve the customers, for the duration of this contract.
- Contractor shall refrain from offering services for hire to any owner that could otherwise be served by the SEO Program.
- Contractor shall consider all information about owners or potential owners as confidential and not to be shared.

SEO Program reserves the right to make exceptions where the service is beneficial for both the owner and SEO Program's goals; for example, SEO Program shall encourage owners to

contract directly with SEO Program consultants to provide ongoing monitoring and verification services on performance contracts, as a way to transfer SEO Program's costs for services to the customer.

The Contractor (and any Subcontractors permitted under the terms of this Contract) shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of the Contractor or any Subcontractor, shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when 1) the employee, officer or agent; 2) any member of the employee's immediate family; 3) the employee's partner; or 4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor's, or Subcontractor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

D. Project Schedule:

Provide services as described in tasks above, as needed, for the duration of the 5-year Contract. The schedule is highly variable. No commitment is made by SEO to maintain consistent levels of work.

E. Contractor Evaluation:

The Contractor will be evaluated with respect to owner satisfaction as well as to the satisfaction of SEO that tasks are being performed accurately and in a timely, owner-oriented manner. SEO pre-approves all individual activities. SEO will hold quarterly meetings to critique performance, discuss project updates, and decide on future activities.

2. Reports

A. Periodic Reports:

A monthly report shall be submitted to the SEO each month during the term of this Contract. The report, following formats attached as Exhibit B, shall fully describe work completed, discussions, and interactions, shall indicate the status of work to be performed pursuant to this Contract, and shall indicate clearly whether work is proceeding according to schedule, ahead of schedule, or behind schedule. If the work is behind schedule, the Contractor shall immediately begin implementation of a program to bring work up to schedule.

B. Final Report:

The Contractor shall submit to SEO, due within 60 days following the Contract termination date, a compact disc of all work generated during the course of the project, including an up-to-date status report on each project.

3. Contract Price

In consideration for work and technical engineering consulting services performed, the State agrees to pay the Contractor at an hourly rate, as detailed and specified in attached Exhibit D, plus reimbursable expenses directly attributable to program delivery, for a total amount not to exceed \$ **AMOUNT**, funds for which are available and encumbered in that amount.

The Contractor's hourly rate may be increased on an annual basis in July where initiated by the Contractor. An escalation rate based on inflation and established by SEO will be applied to all hourly labor costs.

If deemed to be in the State's best interest and if funds permit, SEO may allocate more or fewer funds available on this contract using a Funding Letter substantially equivalent to attached Exhibit C and bearing the approval of the State Controller or his designee. The Funding Letter shall not be deemed valid until it shall have been approved by the State Controller or his designee.

4. Payment Terms

A. Billing Procedures

The State shall pay the Contractor the reasonable, allocable, and allowable costs for work performed under this Contract. The Contractor shall be reimbursed no more than once a month based on the submission of monthly statements on a form provided by the SEO detailing expenditures. To be considered for payment, billings for payment pursuant to this Contract must be received within 60 days after the period for which payment is being requested, and final billings on the Contract must be received by the State within 60 days after the end of the Contract Term.

Travel and per diem costs for owner services will be reimbursed at the State rate.

- Mileage reimbursement for automobile travel: cents per mile, or as updated, per State Statute. Car rental can be supported where it is more cost-effective than the state rate.
- Per Diem rates for meals vary by location as prescribed by the State.
- Lodging is fully reimbursed (with receipts and pre-authorization).
- Flights may be more cost-effective to travel to some locations and will be fully reimbursed (with pre-authorization).

B. The State may withhold any payment if the Contractor has failed to comply with terms and conditions provided in this Contract or its attachments.

C. The SEO shall withhold payment of the final ten percent (10%) of the total Contract amount until the Contractor has submitted and the SEO has accepted all required financial, progress, evaluation, and performance reports enumerated in this Contract or any of its Exhibits or Attachments.

D. In the event this Contract is terminated, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit.

INSERT STATE-SPECIFIC BOILER PLATE CONTRACT REQUIREMENTS

EXHIBIT A

SAMPLE TASK ORDER LETTER

Date: _____

State Fiscal Year: _____

Task Order Letter No. _____

In accordance with Paragraph _____ of contract routing number (FY) (agency) (routing #) between the State Energy Office (SEO) and CONTRACTOR NAME covering the period of (contract start date) through (contract end date), the undersigned agree that the supplies/services affected by this task order letter are modified as follows:

Task Order Description

The contractor shall perform the task in accordance with (the following specifications/statement of work) described in the contractor's task order proposal dated _____, as amended by amended task order proposal dated _____, both of which are hereby incorporated by reference.

Price/Cost

The maximum amount payable by the State for (service/supply) described above is (\$ ____). The total contract value to include all previous amendments, task orders, etc., is (\$ ____)

Performance Period

The contractor will complete the performance in this task order by _____.

This task order is executed pursuant to Paragraph 1.C.i. of the original contract. The parties agree that all work shall be performed according to the standards, procedures, and terms set forth in the original contract. In the event of any conflict or inconsistency between this amendment and the original contract, such conflict or inconsistency shall be resolved by reference to these documents in the following order: Special Provisions, original contract, attachments/exhibits to the original contract, this task order letter, attachments/exhibits to this task order letter.

The effective date of this task order is upon approval of the State Controller or (date), 20____, whichever is later.

Please sign, date, and return all copies of this letter on or before _____ 20____.

Contractor Name:

SEO:

By: _____

By: _____ Date: _____

Name: _____

Name _____, Director

Title: _____

SEO Name _____

ATTACHMENT 1 TO EXHIBIT A

SEO PROGRAM TASK ORDER

CONTRACTOR NAME:

PROJECT ID NUMBER:

CUSTOMER NAME:

	Project Phase	Specific Tasks Per Phase	Hours Approved	Deliverables	Date Due
I					
II					
III					
	TOTAL				

Project Phases include: introductory/feasibility; RFP development; audit contract; performance contract; monitoring & verification; program marketing; program development; document development; project tracking; administration; etc.

Specific tasks include: on-site meeting; walk-through audit; feasibility study development; utility bill tracking; follow-up consultation; evaluation training; contract negotiations; audit review; etc.

Deliverables include: feasibility study, contract review letter, contract negotiations recommendations letter, project tracking log, case study, meeting reports, etc.

EXHIBIT B

PROJECT TRACKING

Updated:

CUSTOMER NAME

PROJECT ID#:

CONTACT INFO:

REFERRED BY:

SERVICES PROVIDED	DATE	COMMENTS & PROGRESS LOG
Introductory Phase		
Initial Contact		
Prescreening		
Follow-up contact		
Pre-feasibility study		
Site visit		
Completed & mailed		
Presentation to Board		
ESCO Solicitation Phase		
Draft RFP		
RFP Issued		
Proposals reviewed		
Interviews		
ESCO Selected		
Energy Audit Phase		
Audit contract prepared		
Audit contract completed		
Audit reviewed		
Contract Negotiation Phase		
Follow-up Monitoring Phase		
Administrative		
Other		

CONTRACT EXPENDITURES TO DATE:

MATERIALS & INFORMATION SENT:

COMMENTS:

Forms for supporting documentation will be provided: Pre-screening form, pre-feasibility study tracking sheet, actual results tracking sheet, and contact log.

EXHIBIT C

SAMPLE FUNDING LETTER

Date: _____

State Fiscal Year: _____

TO: COMPANY NAME

SUBJECT: Funding Letter No. _____

In accordance with Paragraph _____ of contract routing number _____, between the STATE ENERGY OFFICE (SEO) and COMPANY NAME covering the period of (contract start date) through (contract end date), the undersigned commits the following funds to the contract:

The amount of funds available and specified in Paragraph _____ is (increased/decreased) by (\$ amount of change) to a new total funds available of (\$_____) to satisfy orders under the contract. Paragraph _____ is hereby modified accordingly.

This funding letter does not constitute an order for services under this contract.

This funding letter is effective upon approval by the State Controller or such assistant as he may designate.

APPROVALS:

State SEO:

By: _____

Date: _____

NAME, Director
STATE SEO PROGRAM NAME

By: _____

Date: _____

PROGRAM MANAGER, SEO

APPENDIX E-3: Project Screening

This appendix contains a detailed list of information items to consider when assessing owner potential for technical assistance.

It is important to pre-screen potential owners, to ensure there is potential for an ESPC project before technical assistance services are provided, and then to determine what level of assistance is warranted. Because the goal is to develop a performance contracting project, a project must have the size and scale for at least one ESCO to be interested – a pass/fail test is needed.

Project screening will be accomplished in person or over the phone by program staff members or technical assistance providers. Please give this portion adequate attention to ensure the Program does not provide services for buildings that will be demolished soon or that have no opportunities or political will.

Project Information Collection

General Information

- Name of Institution: Full, formal name
- Project ID/File name: All files will begin with a two-letter company designation, space, three-digit sequential number, full name of project, then project type, such as project tracking, audit review, etc. For example: “TE 005-Washington School District-Project Tracking”
- Facility Ownership Category: Public/private, school district, city, county, state agency, university, community college, other (define)
- Referred by: Workshop announcement, personal referral, newsletter article, etc.
- Contact Information: List each contact and update with added/replacement contacts
- Contact #1
 - Name:
 - Title:
 - Physical Address:
 - Mailing Address:
 - Phone:
 - Fax:
 - E-Mail:
 - Directions to Site:
- Other Contacts

Information Quality

Retain notes about the quality of information based on who is providing the information. For example, if information is from a hands-on facilities manager who has been in that position for 10 years, it is likely valuable and trustworthy. If information comes from an administrative person who was involved in the project from a distance or a new staff person without direct involvement, make note.

- Information provided by: Name, title
- Length of time at facility:
- Knowledge level:

Overview of Facilities

- All buildings under the same ownership and all utilities paid by owner?
- Number of buildings:
- Types of buildings/use (include water/waste-water treatment plants, etc.):
- Range of age:
- Total square footage and/or number of occupants/students:
- Annual utility budget (buildings use only –, gas, water etc.):
- Energy measures implemented
- Utility providers (electricity company, gas company, type of gas, bulk gas purchasing, renewables, other utilities):
- Facility/energy management practices:
 - Energy costs tracked?
 - Maintenance skill level?
 - Preventive maintenance practiced?
- General equipment condition and status:
 - Recent upgrades:
 - Lighting system upgrades?
 - Controls system improvements:
 - Major equipment replacements/improvements:
 - Maintenance problems:
 - Comfort problems:
 - Predominant heating system type:
 - Predominant cooling system type:
 - Extent of controls:
 - Other systems (pool, ice rink, waste-water treatment plant, etc.):
 - Upcoming equipment replacements:
 - Equipment/system wish list:
 - Hazardous waste (asbestos) issues (abatement plan in place?):
- Operating hours (weekday, weekend, seasonal, for schools identify if four-day school week):
- Proximity of buildings (central campus or widely scattered):
- Future building plans (sale, demolition, change of use, major rehab, planned and budgeted improvements, etc.):
- Funding capability/needs
 - Future capital plans:
 - Current funding availability (current capital budget, grants/bonds): Bond issue planned?
 - (Note: any added funds are highly leveraged by cost savings)
- Interest in performance contracting (familiarity/experience, contacted by ESCO? expectations?)

- Energy audits completed (year? availability?): Directions to site (if site visit is approved, please include in Contact Info above):
- Other contacts (please include in Contact Info above):
- Quotable phrases (many people are quite candid about their interests, state of facilities, why facilities need upgraded, views of budget, etc. – please capture quotes for later use; e.g., a school district superintendent says “kids have to wear mittens in class it’s so cold part of the year” or “anything we can save on operating costs goes right back into the classroom”).

Selected Building Information (as available and as deemed needed to further determine feasibility)

- Building Name:
 - Use:
 - Age/year built:
 - Square footage:
 - Lighting, indoor:
 - Heating:
 - Cooling:
 - Controls:
 - Other systems (pool, kitchen, renewables, etc.):
 - Maintenance problems:
 - Comfort problems:
 - ECMs implemented:
 - Desired improvements:
 - Future capital plans:

Initial Assessment Checklist

- Owner represents the Program’s target market sector
- Interest and buy-in from the Owner to proceed with a comprehensive ESPC project involving all applicable buildings
- Interest of local ESCOs (Interview ESCOs to learn the minimum size and scope that fits their business model. Some ESCOs have a lower threshold than others.)
- The size and scope of the project is the first indicator to match-up with minimum level that any ESCO will entertain
 - Overall utility and operational budget
 - Size of buildings
 - Remaining energy/water/cost-saving opportunities (lighting and controls upgrade opportunities and usually most cost-effective, enabling bundling of other less attractive measures for a larger-scope project)
 - Facility needs for equipment upgrades or replacements (being able to incorporate a project on the owner’s wish-list helps to get buy-in for a project)

- Large-scale buildings generally have greater opportunity than residential-scale or warehouse type buildings (large scale buildings have more complex HVAC systems with more upgrade opportunities)
- Congregated buildings versus widely dispersed buildings (buildings that are located close together enable easier economy of scale)
- Available funding to augment efficiency savings (if the project is marginal any added funding will enable an ESCO to increase the scope to make the project more attractive to the ESCO and more beneficial to the owner)

Determination for Technical Assistance

- Program Candidate: (yes/no)
- Type of service recommended:
- Next Steps:
- Request utility information from past 12 months (or last 3 years if available)

APPENDIX E-4: Sample Feasibility Study

The Sample Feasibility Study below is a template that the ESPC program’s project facilitator can develop to help an owner recognize the potential cost, savings, and types of measures that could be included in the owner’s ESPC project. The document is intended as a very high-level study to serve as a marketing tool for the owner to use in decision-making.

As funds and expertise are available, consider developing a feasibility study for owners. It can be used as an effective marketing tool. A feasibility study conducted by a project facilitator uses simplified estimates, assumptions, and recommendations to show the magnitude of a potential project that could be funded through efficiency savings and what key improvements could be made, often including the owner’s top needs, such as boiler or chiller replacements.

The study paints a picture of what an ESPC project could look like. It helps to influence the owner to implement a performance contracting project to achieve a large-scale, comprehensive project. It is not intended as a substitute or even a start for an investment grade audit. It can be shared with ESCOs as background information with the caveat that it is not an investment grade assessment.

This example was adapted from a process developed in Colorado’s program.

The grey highlight indicates what should be customized.

Feasibility Study for Energy Savings Performance Contracting

For:

Institution Name

Developed by:

Program Name

Date

Program Overview

The energy savings performance contracting program, program name, was developed to _____.

Program Logo

Disclaimer

This report is preliminary and general in nature. Results are intended to identify potential, cost-effective, energy-saving measures and the potential for proceeding with a large-scale, comprehensive project to upgrade your facilities through energy efficiency.

EXECUTIVE SUMMARY

The program, _____, conducted a preliminary engineering study of _____'s facilities. We identified cost-effective, energy-saving opportunities that can be paid for through an energy performance contract, enabling you to upgrade and modernize your facilities without dipping into your capital budget. A performance contract uses future efficiency savings to pay for improvements, where annual efficiency savings are guaranteed and structured to meet or exceed the annual lease-purchase payments over a finance term of about 15 years.

Through an energy performance contract, a private energy service company (ESCO) identifies and implements energy saving projects, and guarantees that the resulting cost savings will meet the annual lease-purchase payments for the upgrades. This will allow you to capture capital improvement and energy efficiency benefits with little or no impact on your capital budget, and also offers the benefit of energy expertise and a performance guarantee.

Buildings considered in this study:

- Building 1 name
- Building 2 name

Energy-saving opportunities identified:

- ECM name (non-technical terms)
- ECM name

Total project cost for the buildings listed: \$ _____

Annual savings for the buildings listed: \$ _____

Potential total project investment through a performance contract: Based on findings in this study as well as information provided for remaining buildings, we estimate that \$ _____ in city-wide/district-wide/county-wide energy-saving projects could be paid for through savings using an energy performance contract within a 15-year or less term. The best strategy is to include all facilities in the performance contract in order to gain the benefit of economy of scale and to maximize investment opportunities.

If added funding is needed: Because energy savings cannot pay for the entire project cost, we recommend blending other funding sources with a performance contract, using the performance contract as an overall means to integrate funds and apply a comprehensive approach to improving facilities. The ESCO can help you identify and apply for additional funding that may be available.

The many benefits of performance contracting:

- Invest dollars in your facilities that would otherwise pay for high utility bills
- Complete projects now, and all at once, to capture savings immediately while enjoying the improvements
- Improve lighting quality, creating a better working/learning environment
- Improve thermal comfort, creating a better working/learning environment
- Reduce maintenance needs by replacing old equipment
- Modernize facilities by upgrading systems and replacing antiquated equipment
- Improve facility operations through upgraded controls systems
- Reduce risk of future utility cost escalations by managing energy use
- Reduce environmental pollution
- Reduce water use

The [redacted] program offers continued free services from a team of specialists to help you follow-through with a performance contracting approach. The program can help you develop an RFP to competitively solicit an energy service company (ESCO). Through an energy audit contract, your selected ESCO will conduct an in-depth analysis of energy and water-saving opportunities in your facilities and propose a package of projects that can be funded through savings. Through a subsequent performance contract, the ESCO will follow-through with construction and implementation of all the projects and guarantee that the annual efficiency savings will result in dollar savings that exceed the annual lease-purchase payment, monitoring the results for the long-term. The program will help you evaluate the ESCO's audit, review and negotiate contract terms, and serve as your third-party advocate to help ensure your success.

A more detailed account of our findings is presented in the table below.

<i>Energy Efficiency Opportunities</i>	<i>Estimated Cost</i>	<i>Estimated Annual Savings</i>	<i>Estimated Simple Payback</i>
Name(s) of Building(s)			
Upgrade Lighting			
Name(s) of Building(s)			
Upgrade [redacted]			
Replace [redacted]			
Total			

We strongly encourage the district to pursue this very viable approach. For more information on performance contracting, see www.colorado.gov/rebuildco.

ENERGY AND COST SAVINGS IMPROVEMENTS

On behalf of the _____ program, _____ CONSULTANT NAME of _____ CONSULTANT FIRM'S NAME met with _____ INSTITUTION NAME, _____ CUSTOMER CONTACT'S TITLE, in _____ MONTH, YEAR.

The following cost-effective, energy-saving opportunities were identified in the buildings listed. **NOTE:** This is the same table as in the Exec Summary.

<i>Energy Efficiency Opportunities</i>	<i>Estimated Cost</i>	<i>Estimated Annual Savings</i>	<i>Estimated Simple Payback</i>
Name(s) of Building(s)			
Upgrade Lighting			
Name(s) of Building(s)			
Upgrade _____			
Replace _____			
Total			

Cost and savings shown are estimates only, and may differ with those developed through a more thorough evaluation. Installation cost estimates are based on typical costs from similar projects. Energy savings are based on engineering estimates and calculations and use the electricity and gas costs shown in the table below. There are likely additional opportunities in these buildings and in other buildings that could be identified in a performance contract.

Building Name(s)

- Can represent ECMs broadly over several buildings or individually by building, whichever is easiest
- No need to add detailed economic discussion – let the overall table above and the detail in the Appendix suffice
- Keep this as simple as possible; don't add unnecessary formatting or economic detail that adds to complexity of developing reports.

Lighting Systems

Existing Condition

Most of the lighting is fluorescent with inefficient T-12 fluorescent lamps and magnetic ballasts, largely in fixtures with two four-foot lamps. Other areas are lit by _____. Some incandescent lights are still present. Most exit signs in the buildings are incandescent.

Recommendations

- Replace all T-12 fluorescent lamps and magnetic ballasts with new, highly efficient T-8 lamps and electronic ballasts.
- Replace incandescent lamps with efficient compact fluorescents where appropriate.
- Replace all incandescent exit signs with new highly efficient LED signs.
- Install occupancy sensor lighting controls in areas where lights are often left on when not necessary.

Benefits

- Reduce energy use of fixtures by 25 - 30% when replacing T12 systems with T8 systems, while providing the same amount of light. The updated systems also improve the quality of light with better color rendition and elimination of flicker and hum.

Heating System

Existing Condition

Building Name(s): A _____ system _____...comment on comfort or maintenance issues.

Recommendations

- Replace _____
- Modify _____

Benefits

- Improve comfort _____
- Eliminate maintenance problems by replacing antiquated equipment _____

Cooling Systems

Existing Condition

- Building Name(s): A _____ system _____...comment on comfort or maintenance issues.
- Building Name(s): A _____ system _____...comment on comfort or maintenance issues.

Recommendations

- Replace _____
- Modify _____
- Note that added air conditioning will increase energy use compared to no air conditioning. If added air conditioning is in the long-range plan, a more efficient system can achieve efficiency savings. It may be appropriate to apply these efficiency savings to a performance contract, setting the baseline energy use with the added inefficient air conditioning system.

Benefits

- Improve comfort _____
- Eliminate maintenance problems by replacing antiquated equipment _____

Controls Systems

Existing Condition

Building Name: The controls system that operates the heating and ventilation system is antiquated and does not properly control the temperature and distribution of heat in the spaces. Further, the facilities staff would like to be able to control buildings remotely from a single location.

Building Name: _____

Recommendations

- Upgrade to a computerized direct digital controls system

Benefits

- Improve comfort in spaces by optimizing control of heat distribution and ventilation.
- Reduce “too hot” or “too cold” maintenance calls
- Improve operation of the facilities
- Gain ability to track energy use
- Other

Other System

NOTE: It is necessary to only address the several main ECMs above in order to establish the potential for an ESPC project and to show the owner the magnitude of investment that can be made in the facilities through efficiency savings. As a final measure, consider something that is of specific interest to the owner – a maintenance nightmare, for example.

Existing Condition

-

Recommendations

-

Benefits

-

Water-Saving Opportunities

Water efficiency savings can be applied to the investment of water-saving equipment replacements and landscape irrigation systems. Potential water-saving measures include:

- Name of water-saving measure
- Name

NOTE: It is necessary to only address the several main ECMs above in order to establish that a performance contracting project exists and to impress an owner with the magnitude of investment that can be made in the facilities through efficiency savings. As a final measure, consider something that is of special interest to the owner – a maintenance nightmare, for example.

Existing Condition

-

Recommendations

-

Benefits

-

Additional Energy Saving Projects

We identified other potential opportunities that are worthy of further analysis and that could contribute to the efficiency and cost savings you can use to invest in new equipment in your facilities:

- ECM name & description
- ECM name & description
- Operational and maintenance strategies to further reduce energy use (NOTE: don't want to detract from the retrofit projects by focusing on O&Ms, but could list some key ones.)

NOTE: It is necessary only to address the several main ECMs above in order to establish that a performance contracting project exists and to impress an owner with the magnitude of investment that can be made in the facilities through efficiency and cost savings. As a final measure, consider something that is of special interest to the owner – a maintenance nightmare, for example.

Existing Condition

-

Recommendations

-

Benefits

-

ATTACHMENTS

- Building information
- Utility bill analysis
- Engineering calculations and assumptions (project cost and annual cost savings)

ATTACHMENT: BUILDING INFORMATION

NOTE: List ALL buildings owned/operated by the owner (where owner pays utility bills and is responsible for maintenance/construction), even if detailed information is not available. This will be included in an RFP for performance contracting, along with the "Existing Conditions" information from the body of this report and the "Utility Bill Analysis" that follows.

Building Name	Location	Square Footage	Year Built (additions listed separately)	Comments (condition of systems; maintenance issues; etc.)

Maintenance Problems:

- _____

Comfort Problems:

- _____

Future Plans (demolition, sale, bond issue, scheduled replacements, etc.):

- _____

Facility Needs and Wishes:

- _____

ATTACHMENT: UTILITY BILL ANALYSIS

Electricity company: Utility name

Gas company: Name, bulk gas purchasing, rate?

Other:

Annual utility budget: \$ _____ (last year or projected for this year)

Include utility bill information:

- Table of monthly energy units & costs per building (if available)
- Chart/graph if possible
- EUI
- Any utility information that you used in the analysis should be presented here. This information is also critical to the ESCO and will be included in the RFP.

APPENDIX E-5: Project Tracking Log

A Project Tracking Log template is provided below. It is intended for logging communications with the owner from any ESPC program representative.

It is important to track the progress of interactions and services with an owner. This log is intended for program staff members and project facilitators who have direct contact with potential owners. The log serves many purposes; it is a program communications tool; a way to track involvement of various team members with a single owner; a way to track development of a project; a way to get back up to speed on a project that is re-starting after lagging for years; a resource of project details for a future success stories, program information, data projections, etc.; and a log of work performed that is useful for invoicing by project facilitators for Program reporting.

The Project Tracking Log below is intended for Program staff members and contractors who have direct contact with potential owners. It should be used after every interaction with an owner. Customize as needed.

This tracking log is most effective when used with an online application that allows multiple people to post real-time entries and view the entire log.

Project Tracking Log

Date	Activity Type	Description
Date (make entries on the day of the activity)	Phone call, email, on-site meeting, document review, etc.	Provide substantial detail: Overview of discussion including questions/issues, summary of email, summary of review comments, progress, observations, problems encountered, delays, reason for stall, lessons learned, anecdotes, quotes, perceptions noted, anything of interest for a future article, summary of savings/costs projections or results, list of potential/actual retrofits, results to date, projected/actual savings/costs, etc.
	Pre-screening	Include detailed information collected during the pre-screening phase.
	Initial Assessment	Eligible for program services - Yes/no
	Site Visit	

APPENDIX E-6: Technical Assistance Checklist

Below is a checklist for field representatives to track each critical step for technical assistance. The checklist was adapted from the State of Colorado's ESPC program.

Technical assistance providers will review project documents at critical times for the Investment Grade Audit (IGA) contract and the Energy Savings Performance Contract (ESPC) contract phase. These reviews are not part of the legal review of the documents and do not replace the due diligence needed by the owners.

Investment Grade Audit Contract

(This review should be completed prior to the ESCO signing the contract.)

Program Reviewer:

Date Completed:

Reviewers Comments:

- The Program's recommended/approved contract template is being used
- Funding is in place to execute the contract (to be funded later through the ESPC)
- ESCO cost and pricing elements do not exceed pre-agreed amounts (as negotiated during the pre-qualification of ESCOs and ESCO agreement process)
- No additions, subtractions, or changes have been made to the contract without notifying and receiving approval from the owner and the Program reviewer

Investment Grade Audit Report

(This review is complete just prior to finalizing the ESPC contract.)

Program Reviewer:

Date Completed:

Reviewers Comments:

- The report meets the minimum requirements as outlined in the IGA contract Scope of Work
- All ESPC-related legislation is adhered to
- Adequate technical details are provided to follow the methodology and assumptions used to calculate efficiency savings for each measure
- Existing operational assumptions and are confirmed by the owner
- Costs document engineering/design costs, contractor/vendor estimates, markups, etc.
- A measurement and Verification plan is presented and is in line with the contract requirements and Program recommendations
- A commissioning plan is in line with contract requirements and Program recommendations

Energy Savings Performance Contract

(This review should be completed prior to the ESCO signing the contract.)

Program Reviewer:

Date Completed:

Reviewers Comments:

- 
- The Program’s recommended/approved contract template is being used
 - ESCO cost and pricing elements do not exceed pre-agreed amounts (as negotiated during the pre-qualification of ESCOs and ESCO agreement process)
 - No additions, subtractions, or changes have been made to the contract without approval from the owner and the Program reviewer

The pro forma schedule includes all known owner funds, utility rebates, other grants funds, and all potential cost through the length of the financing.