**SE-830**

**Request for Proposals for Guaranteed Energy, Water, and Wastewater Conservation Services**

**AGENCY/OWNER:**

**PROJECT NAME:**

**PROJECT NUMBER:**

**PROJECT LOCATION:**

**agency project coordinator:**

**ADDRESS:**

**CITY:**       **STATE:**       **ZIP:**

**EMAIL:**       **TELEPHONE:**

This solicitation does not commit the State of South Carolina (the State) to award a contract, to pay any cost incurred in the preparation of the Proposal or to procure or contract for services. The State reserves the right to accept or reject any or all submittals received as a result of this request, or to cancel in part, or in it’s entirety this request if it is in the best interest of the State to do so.

**PART I - GENERAL INFORMATION**

1. **ISSUING OFFICE**: This Request for Proposals (RFP) is issued by the above-named Agency (hereinafter, “Agency”). The Agency Project Coordinator listed is the sole point of contact for this RFP. From the date the Agency issues this RFP until the Agency posts a Notice of Intent to Award, all contact with the Agency regarding this RFP by ESCO, its officers, employees, subcontractors, consultants, and agents shall be in writing, except as otherwise expressly provided in this RFP, and only with the Agency Project Coordinator. In no event, shall ESCO, its officers, employees, subcontractors, consultants, and agents contact any member of the selection committee regarding this RFP.
2. **PURPOSE:** Agency seeks Proposals to provide comprehensive energy, water, wastewater, and operational related capital improvement services. Agency is only submitting this RFP to those offerors (for convenience, hereinafter referred to as “Energy Service Companies” or “ESCOs”) prequalified by the Agency to prepare and submit a technical and cost proposal for a guaranteed energy, water, and wastewater savings contract (Guaranteed Savings Contract). Each ESCO’s response to this RFP (the “Proposal”) must be based on the ESCO’s assessment of the facilities selected by the Agency and listed in Appendix A. Agency reserves the right to consider additional energy, water, and wastewater conservation measures (collectively “Conservations Measures”) identified during the investment grade audit for evaluation and inclusion in the Project. This RFP, including any amendments, contains the only instructions governing the proposals and material to be included therein; a description of the services to be provided by the successful applicant, general evaluation criteria; and other Proposal requirements.
3. **PRE-PROPOSAL CONFERENCE:**

**MANDATORY ATTENDANCE: Yes [ ]  No [ ]**

**DATE:**       **TIME:**

**LOCATION:**

Agency will conduct a Pre-Proposal Conference at the date, and time and location set forth above. Attendance will be limited to       people per ESCO. Any questions should be directed to the Agency Project Coordinator. If the Pre-Proposal Conference is designated above as Mandatory, the Agency will not consider the proposal of an ESCO that fails to attend the conference.

1. **PROPOSAL RECEIPT AND OPENING: Agency must receive Proposals with all required information no later than**      **, Eastern Standard Time, on**      **, 20**     **.** ESCOs responding to this RFP must submit their Proposals containing all required information in a sealed envelope with the following information placed on the outside of the envelope**:**

**AGENCY/OWNER:**

**PROJECT NAME:**

**PROJECT NUMBER:**

ESCOS shall Mail or Deliver responses to:

**HAND-DELIVERY: MAIL SERVICE:**

**Attn:**       **Attn:**

**Agency will reject proposals submitted via facsimile machine or email.**

1. **OBJECTIVE:** The objective of the Agency is to realize maximum utility savings, operational savings, and operational improvements while minimizing the expenditure of Agency’s capital funds or to reduce the amount of capital funds necessary for needed energy, water, and wastewater systems upgrades. The ESCO selected through the RFQ and RFP processes shall provide Agency with a comprehensive energy services program including, but not limited to, the following:
2. Audit as follows: *(Agency, check box for the clause applicable to this solicitation)*

[ ]  An Audit for the facilities listed in Appendix A.

[ ]  An Audit for any remaining Agency facilities not to be included in this requested proposal but to be considered as part of the total project and described in Appendix B.

[ ]  Not applicable *(a complete Audit of the Facilities was performed as a part of the proposal preparation).*

1. The design, acquisition, and installation of energy, water, and wastewater efficient equipment, systems and/or procedures (Conservation Measures).
2. A plan for verifying the guaranteed savings as follows: *(Agency, check box if this clause is applicable to this solicitation)*

[ ]  A monitoring, measurement, and verification process compatible with the requirements of the International Performance Monitoring and Verification Protocol (IPMVP). Any software or other methods used for monitoring, verifying, or auditing Guaranteed Savings must be acceptable to Agency.

[ ]  A commissioning process to determine if the efficiency measures implemented are performing as designed and if the savings guaranteed by the ESCO have been achieved.

1. A written guarantee that Total Project Costs shall be 100% covered by guaranteed utility savings for the life of the project and that Agency will meet its annual payment necessary to cover principal and interest payments for financing through the annual savings. The following checked forms of security for the guaranteed savings are acceptable:

*(Agency check all acceptable forms of security)*

***[ ]  A corporate guarantee*** by the ESCO provided that the ESCO has a long-term investment grade corporate rating from one or more of the national credit rating agencies. Currently, this would be a minimum rating of BBB from Standard and Poor’s, Baa from Moody’s Investors Service, or BBB from Fitch Ratings.

[ ]  ***A corporate guarantee*** from the parent company of an ESCO, provided that the parent company has a long-term investment grade corporate rating from one or more of the national credit rating agencies. Currently, this would be a minimum rating of BBB from Standard and Poor’s, Baa from Moody’s Investors Service, or BBB from Fitch Ratings.

[ ]  ***An irrevocable letter of credit*** from a financial institution that covers the entire term of the contract, without need of renewal.

[ ]  ***A surety bond*** that covers the entire term of the contract, without need of renewal. The surety must have, at a minimum, a ''Best Rating'' of ''A'' as stated in the most current publication of ''Best's Key Rating Guide, Property-Casualty”, and show a financial strength rating of at least five times the total guaranteed utility savings for the life of the project.

[ ]  ***Financing by ESCO*** in which the ESCO provides all financing required for the entire term of the contract. Financing may only be transferred or assigned to the extent that energy savings are realized and State property may not be encumbered in any form as part of the financing. The South Carolina Treasurer will need to approve specific instruments of security as a part of a financing contract for conservation measures.

[ ]  ***Other*** *(specify):*

1. Maintenance, repair, and servicing of selected systems as the parties may negotiate.
2. Energy management, operations, and maintenance training for selected Agency employees on all new and modified systems and equipment.
3. Unless provided by Agency as noted below, financing for the project.

[ ]  *(Agency, check box if this clause is applicable to this solicitation)* Agency intends to make arrangements for the financing of this project.

The Guaranteed Savings Contract shall not exceed       years in duration from the date of final completion of all conservation measures. The cost savings achieved by the conservation measures must be sufficient to cover all project costs including maintenance and monitoring fees pm am annual basis for the duration of the term of the Guaranteed Savings Contract.

**The ESCO must guarantee sufficient cost savings on utility costs to enable the Agency to meet its payment obligations to the ESCO and the entity financing the Guaranteed Savings Contract**. **ESCOs will be required to guarantee cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in other years of the contract. Annual reconciliation of the achieved savings will be required*.***

1. **DESCRIPTION OF THE PROCUREMENT PROCESS:** The process for the procurement of these guaranteed savings services will proceed as follows:
	1. Solicitation of Proposals: The Agency will issue an RFP to all ESCOs who have been prequalified by the Agency.
	2. ESCO Audit and Proposal Preparation: Responding ESCOs shall conduct an audit of the facilities listed in Appendix A. This audit will form the basis of the ESCO’s written Technical and Cost Proposal included with its Proposal. ESCO’s audit shall be an [ ]  Investment Grade Audit (IGA) [ ]  Preliminary Energy Study [ ]  Other (*Please specify):*      .

[ ]  *(Agency, check box if this clause is applicable to this solicitation)* The Agency will provide pre-qualified ESCOs that perform an IGA and submit a proposal in accordance with the RFP but do not receive a contract award partial reimbursement for the costs associated with conduct of the audit, in the form of a stipend. The amount of $     , shall be divided equally among the unsuccessful ESCOs, which amount shall constitute the stipend. However, reimbursement to any one ESCO shall not exceed that ESCO’s actual costs for conducting an IGA. Upon payment of the stipend, the audit and proposal shall become the property of the Agency for its sole use. In the event the Agency does not make an award, through no fault of the prospective ESCO, a stipend shall be available to all ESCOs that conducted an Audit and submitted a proposal.

Each ESCO should submit its best terms from both a cost and technical standpoint. Agency may evaluate the proposals and accept the offer it deems to be most advantageous without any discussions, negotiations, or prior notice. Ordinarily, Agency will reject nonresponsive proposals outright. Nevertheless, Agency may elect to conduct discussions as set forth in 4(b) below.

1. Opening Proposals: Agency will open proposals on the date and at the time set forth above for the receipt of proposals. Agency will only open those proposals received by the deadline specified for receipt of proposals.
2. Evaluation of Proposals:
3. Reference Checks: In addition to any reference checks during the Request for Qualification process, the Agency Project Coordinator and/or his designee(s) may conduct additional reference checks of ESCO’s client references in accordance with the evaluation criteria identified in Part II.
4. Discussions: For the purpose of discussions pursuant to SC Code Ann § 11-35-1530(6) and Regs. 1-445.2095(I), the Agency Project Coordinator, with or without the assistance of the selection committee, may initially classify proposals in writing as: 1) acceptable (i.e. reasonably susceptible of being selected for award); 2) potentially acceptable (i.e. reasonably susceptible of being made acceptable through discussions); or 3) unacceptable. With the State Engineer’s approval, the Agency may elect to conduct discussions, including the possibility of limited proposal revisions, but only with those ESCOs submitting proposals classified as acceptable or potentially acceptable.
5. Oral Interviews: The Agency will invite each ESCO to make an oral presentation of their Proposal to the selection committee. The presentation will not exceed one hour with one additional hour for questions. ESCO representatives at oral interviews shall include senior staff that ESCO proposes to assign to the project. ESCO shall send not more than       representatives to oral interviews. ESCO should notify Agency of any audiovisual equipment it will bring, power requirements necessary for its presentation and the number of persons it will bring.
6. Using the criteria stated in this RFP, the selection committee will evaluate and rank the Proposals from the most advantageous to the least advantageous.
7. Selection Committee Recommendation: The selection committee will recommend to the Agency Head that Agency enter into contract negotiations with the ESCO submitting the proposal ranked as most advantageous.
8. Negotiations: If the Agency accepts the selection committee’s recommendation, the Agency may request the highest ranked ESCO to enter into contract negotiations for final scope, design, terms, conditions, schedule, cost, etc. to include a cost acceptance period adequate to cover the funding approval process projected by Agency.
9. **ANTICIPATED PROJECT SCHEDULE:**

|  |  |  |  |
| --- | --- | --- | --- |
| **TASK** | **DAYS** | **START** | **FINISH** |
| 1. Issue RFP to prequalified ESCOs
 |       |       |       |
| 1. Pre-proposal conference
 |       |       |       |
| 1. ESCO’s conduct utility audit
 |       |       |       |
| 1. Deadline for receipt of questions
 |       |       |       |
| 1. Receipt of proposals
 |       |       |       |
| 1. Selection Committee review of proposals
 |       |       |       |
| 1. ESCO presentation to selection committee
 |       |       |       |
| 1. Selection committee final ranking of proposals
 |       |       |       |
| 1. Selection committee preparation of final report and recommendation to Agency Head
 |       |       |       |
| 1. Agency Head and governing board of Agency approve selection
 |       |       |       |
| 1. Agency submits project for required permanent improvement project approvals
 |       |       |       |
| 1. Agency post Notice of Intent to Award
 |       |       |       |
| 1. Protest period
 |       |       |       |
| 1. Agency tenders contract to ESCO
 |       |       |       |

1. **SITE VISITS:** The Agency Project Coordinator or his designated representative will arrange inspection tours of the facilities to be audited. Site representatives will be available to escort ESCOs and their representatives through the facilities but not to answer questions regarding this solicitation. ESCOs shall submit questions arising out of these tours in writing to the Agency Project Coordinator. Technical information supplemental to material contained in this RFP may be made available for review and inspection onsite. Only pre-qualified ESCOs responding to this RFP and whose representatives have attended the pre-bid meeting are eligible to participate in these site visits.
2. **NOTICE OF INTENT TO AWARD:** Agency will post the Notice of Intent to Award a contract at the location set forth below at a date and time to be announced in the future. Agency will post all announcements regarding the date and time for posting of the Notice of Intent to Award at the same location.
3. **POSTING OF INTENT TO AWARD**

Notice of Intent to Award, SE-370, willbe posted at the following location:

Room or Area of Posting:

Building Where Posted:

Address of Building:

WEB site address *(if applicable)*:

In addition to posting the notice, the Owner will promptly send all ESCOs submitting a response to this RFQ, a copy of the notice of intent to award and the final RFQ & RFP tabulations.

1. **PROTEST OF SOLICITATION OR AWARD:** Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may be entitled to protest. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided.

PROTEST - CPO ADDRESS - OSE: Any protest must be addressed to the Chief Procurement Officer for Construction, Office of State Engineer, and submitted in writing (a) by email to: protest-ose@mmo.sc.gov, or (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.

1. **DEFINITIONS:** Refer to the form of the contract, SE-860, Energy, Water, and Wastewater Services Performance Contract, attached hereto for definitions that are applicable to this Request for Proposals (RFP).

**Part ii - Project Criteria and Evaluation of Proposals**

1. PROJECT CRITERIA: The following criteria are listed in order of relative importance from the most heavily weighted items first to the least weighted last. Some criteria may be equal in relative importance.

|  |
| --- |
| **ESCO QUALIFICATIONS AND QUALITY OF PROPOSAL** |
|  | General reputation, reliability, working relationship, and performance capability of ESCO |
|  | Quality of project staff ESCO proposes to assign to project |
|  | Conservation measures included in proposal meet Agency’s expectations |
|  | Proposed training meets Agency’s requirements |
|  | Substantial conformity with RFP requirements |
|  | Clarity, organization, and level of detail in written proposal |
| TECHNICAL APPROACH |
|  | Quality of conservation measure’s in Proposal |
|  | ESCO identified additional conservation measures not referenced in this RFP |
|  | Quality of baseline calculations and knowledge of existing conditions |
|  | Understanding of Agency’s operation and challenges |
|  | Additional benefits to Agency identified in Proposal |
|  | Achievability of implementation schedule |
|  | Quality of proposed project-specific commissioning plan |
|  | Quality of proposed project-specific measurement and verification plan |
|  | Quality of proposed project-specific maintenance plan |
| FINANCIAL APPROACH |
|  | Markups fair and reasonable |
|  | Dollar value of projected utility and operational savings and clarity of supporting documentation |
|  | Proposed costs of construction, financing, maintenance, and training |
|  | If required to be included in Proposal by this RFP, reasonableness of proposed financing arrangement and financial analysis assumptions proposed for project |
|  | Reasonableness of investment grade energy audit costs |
| ORAL INTERVIEW |
|  | Demonstrated clear understanding of the Agency’s needs |
|  | Quality of communication skill exhibited by ESCO representatives  |
|  | Answered questions in concise manner staying on topic |
|  | Knowledge and professionalism of ESCO representatives |
|  | ESCO had appropriate project specific employees present |

1. **EVALUATION OF PROPOSALS:** Agency will evaluate and rank ESCOs responding to the RFP based on the information submitted. Agency will evaluate proposals for clarity, organization, level of detail in written submission and the interview. Agency will verify references to confirm past ESCO performance. Agency or an independent consultant retained by the Agency will verify calculations. In accordance with SC Code Ann. § 11-35-1530(5), (6), and (7), Agency will rank ESCOs on the basis of the project criteria from most advantageous to least advantageous.

Part III – Submission of Proposals

1. **Form of Proposal:** ESCOs are to include all information requested herein. Agency will not consider any additional information furnished by the ESCO. All pages of the Proposal should be returned in the format specified. ESCOs must submit **only** that information specifically addressed in this PART III. Proposals must contain a table of contents, all pages must be numbered, and all categories of Requested Information must be tabbed and labeled.Proposals must have an executive summary at the beginning of the document. Proposals shall comply with the following limitations: *(Agency, check all that apply to this RFP)*

[ ]  Proposals shall not exceed       pages excluding appendices with charts, graphs, and tables. A 11” x 17” page shall count as two pages.

[ ]  Line spacing shall be double space.

[ ]  Font size shall not be less than size      .

[ ]  May be printed on both sides of each sheet of paper. Both sides shall count as one page of the Proposal.

ESCO shall submit to the Agency one electronic copy and       hard copies of its Proposal.

1. CONTENT OF PROPOSAL: Proposals must contain the following information in the order provided:
	1. **Executive Summary**

Provide a concise abstract of the Proposal for a Guaranteed Savings Contract. Abstract shall not exceed       pages in length.

* 1. Project Scope of Work
1. Provide a detailed written scope of work proposed for the project. The scope of Work should be based upon the Proposal and contain those Conservation Measure’s to be considered.
2. Include a list of Conservation Measure’s proposed for the project that includes equipment brand and model (if possible) and specifications. Describe how these Conservation Measures will interface with and affect remaining Agency equipment.
3. Agency would like the following Conservation Measures to be evaluated as a part of the proposal: *(Agency, list any requested Conservation Measures)*.
4. Describe in detail any remote operation/control of energy and water consuming equipment or control systems proposed by the ESCO.
5. Describe any equipment, systems, materials, operating procedures, and/or training that ESCO proposes that are proprietary to your company.
6. Describe your equipment/process commissioning procedures and methods and your re-commissioning intervals (if any).
7. Describe the use of any open systems protocols proposed in the project and how any of the proprietary equipment proposed is compatible with open systems protocols.
8. Describe how you will incorporate, remove, or surplus existing equipment. Describe how your company will determine the value of surplus equipment. Describe the options available if Agency wants to maintain possession of surplus equipment.
9. Describe in detail any responsibilities of Agency in order to insure the Guaranteed Savings.

# Project Cost and Savings Summary

1. Provide a detailed summary of the Total Project Cost. Break costs out as (1) design; (2) equipment and materials; (3) installation and startup; (4) manufacturer recommended maintenance costs for new equipment for the entire Guaranteed Savings period; (5) employee training (All training costs both in the base year and during the life of the contract shall include cost of off-site training required to include travel, lodging and meals); (6) and performance and payment bonds); (7) surety bonds for any shortfall between guaranteed savings and actual savings; and (8) Measurement and Verification (M&V). **NOTE:** **Interest costs for the loan shall be included in the “Annual Financing Payment” in Column “e” in the table on the following page.**
2. Quantify the guaranteed savings for each conservation measure in energy or utility units (i.e. lighting, heat/cooling loss, steam/condensate, water, etc.) and the cost of each conservation measure including all overhead and profit for each conservation measure. For energy savings, quantify by both energy type or utility units (kwh, btu, etc.) and dollars saved. State all assumptions used in establishing guaranteed savings. (use energy, water, and wastewater unit costs from baseline period.) **NOTE:** **In savings calculations, do not include deferred capital expenditures.** The ESCO shall use the following escalation rates to quantify the guaranteed savings for each conservation measure:

Escalation Rate by Utility/Fuel

Electric:

Natural Gas:

Steam:       :

Water:       :

Other(specify):

Escalation Rate for Annual Fees:

1. Quantify any operational or maintenance savings used in the proposal. These savings must be “hard” savings that shall result in a reduction of cash outflow to Agency. **NOTE**: **Do not include any labor reductions in calculations.**
2. Agency tentatively plans to provide financing for this project through the State Treasurer’s Office Master Lease Program. The ESCO [ ]  shall [ ]  shall-not [ ]  may provide optional financing plans for consideration; however, Agency is not interested in utilizing lease or lease purchase plans. Any optional financing plan should provide for annual financing payments by Agency based on list interest rate(s). Indicate on the chart a yearly termination value for the Contract if Agency decides to terminate the Contract for convenience. Use separate charts for each interest rate.
3. Complete a cash flow chart for the life of the project showing all expected cash expenditures for total project costs and guaranteed savings. Provide a separate cash flow chart for each interest rate. Use the format shown below. Use an interest rate to calculate column “(e)” based on      .

**Project Cost in Year “0”:**

|  |  |
| --- | --- |
| 1. Cost of design, equipment & materials, installation and start-up
 | $       |
| 1. Cost of initial training
 | $       |
| 1. Cost of surety/bonds for construction
 | $       |
| 1. Cost of surety/bonds for guarantee
 | $       |
| 1. Cost of maintenance and repair of existing equipment to be reused as part of the Conservation Measure
 | $       |
| **Total Cost – Year “0”** | **$** |

|  |
| --- |
| **CASH FLOW CHART** |
| **(a)Contract Year** | **(b)Annual Training Cost** | **(c)Annual Routine Scheduled & Preventative Maintenance Cost***(if provided by ESCO or if required in addition to current situation)* | **(d)Annual M&V Cost** | **(e)Annual Financing Payment** | **(f)Annual Guaranteed Savings** *based on utility rates provided by Agency at time of proposal)* | **(g)Annual Net Cash Flowh=f-e-d-c-b** | **(h)Termination Value** |
| **1** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **2** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **3** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **4** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **5** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **6** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **7** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **8** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **9** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **10** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **Total** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |

NOTES:

* 1. Agency reserves the right to enter into maintenance and/or repair contracts with the ESCO based on the costs given in the table above or as negotiated based upon changes to the conservation measures proposed to be installed. Agency may choose to perform maintenance and/or repairs with Agency personnel. If Agency performs maintenance, the ESCO shall provide a detailed list of all maintenance required to maintain savings guarantee.
	2. Do not include any escalation in table above.
	3. There may not be any annual training costs in Column “b” in the table above. The ESCO may provide any additional annual training at no cost. If this is the case, place zeroes in the yearly blanks in column “b” in the table above.
1. **VERIFICATION AND MONITORING OF GUARANTEED SAVINGS** *(Agency, check box for the clause applicable to this solicitation)* [ ]

[ ]  **1**. Describe in detail how you propose to establish, monitor, and adjust the energy, water, and/or wastewater baseline up to the point of signing the final contract and over the life of the Energy Performance Contract. Describe how you propose to factor changes in climate conditions into the energy, water, and/or wastewater baseline and the weather data you will use to establish changes in climate conditions. **NOTE: ESCO shall provide to the Agency a licensed copy of any computer program required to establish or monitor the baseline.** Provide annualized baseline energy usage, by energy type, water usage, and wastewater generation and provide cost of each using the utility cost during the annual baseline period specified by Agency.

1. Describe the reporting responsibilities of the Agency regarding installation of new energy and water using equipment, or the shutting down of equipment or buildings, or the construction of new buildings.
2. Describe in detail your proposed plan to monitor and verify energy and water usage and wastewater generation through the life of the Contract. Include specific hardware, metering, and software that will be necessary. Describe the alarms or alarm systems you propose to install.
3. Describe in detail how guaranteed savings (both in dollars and energy, water, and wastewater) will be verified. Include the specific responsibilities of Agency’s and the ESCO’s employees to provide monitoring and verification.

[ ]  Describe in detail your proposed procedures for commissioning the work to determine the conservation measures implemented are performing as designed and the savings guaranteed have been achieved.

1. **SUPPORT SERVICES AND WARRANTIES**
2. List all major equipment and components of the Proposal and the warranties supplied with each. Provide a detailed maintenance plan required for major equipment and components of the Proposal including descriptions of maintenance required, frequency of maintenance, repairs, and expected downtime to perform maintenance and make repairs.
3. Describe in detail all operation and maintenance training services planned for Agency employees to insure the Guaranteed Savings for the project.
4. Describe in detail how you propose to keep the conservation measures included in the proposal up to date with new technology. Describe the upgrades that are included in the Proposal.
5. List any spare parts and supplies that you propose to provide to the Agency for maintenance after the project is complete. Describe how you propose to handle warranty issues during the life of the contract. The ESCO will be responsible for returning defective parts and equipment and installing replacement parts and equipment while they are under warranty. ESCO shall repair or replace any components failing during the warranty period and provide an additional one-year warranty on such components.
6. **IMPLEMENTATION PLAN:** Provide a detailed plan for implementation of the proposed Guaranteed Savings including completion of all project engineering, construction, and installation, and startup of all Conservation Measure’s. Describe in detail your commissioning program for all conservation measures.
7. Describe how you propose to organize the project. Describe step-by-step the process that you will use to implement the Contract beginning with final design, data gathering, and measurement through installation, operation, and maintenance. Provide evidence that you have clearly assigned responsibilities for the various elements of the process, that you have allocated various tasks to organizations and individuals who can handle them expeditiously, and that the logistics of engineering, construction, service, and emergency repairs are manageable.
8. Describe in detail the responsibilities of the ESCO during construction and the lifetime of the Energy Performance Contract. Identify any tasks you expect to use subcontractors to perform and state how the ESCO will manage the subcontractors. Describe the reports you propose to submit and frequency of submittals. Provide a detailed plan as to how the ESCO will keep Agency informed of all phases of the project from initial design through start up and, if applicable, operations.
9. Describe in detail the responsibilities and support required of Agency (including record keeping, maintenance, etc.) during the lifetime of the project.
10. Identify key ESCO and subcontractor personnel who you and your subcontractors will assign to the project and provide detailed descriptions of their responsibilities. Identify ESCO employees that you will have on site during construction, start up and, if applicable, operation of equipment. Include a Project Organization Chart that shows what specific ESCO personnel will be responsible for overseeing the activities of each subcontractor.
11. Describe in detail how the ESCO and any subcontractors will implement a Safety Program in accordance with all OSHA guidelines and safe work practices to minimize the likelihood of recordable injuries occurring during the project from construction through start-up of system components.
12. Describe ESCO’s minority business (subcontractor) utilization plan.
13. Describe your business approach to sustainable design/use of renewable resources in project design.

Assuming that the Agency accepts your proposal without change, provide a schedule of the number of days that it will take to install conservation measures to the point where they are substantially complete. The sample Schedule in PART IV following may be used for this purpose. This completion schedule may become a part of the final contract establishing the substantial completion date. The substantial completion date will start the first twelve (12) month period of guaranteed savings.

**NOTE: The Office of State Engineer will review specifications and drawings for code compliance and will issue any building permits as required.**

**PART IV – APPROXIMATE SCHEDULE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **TASK** | **DAYS** | **START** | **FINISH** |
| 1.
 |       |       |       |       |
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PART V – MISCELLANEOUS

* 1. Disclosure of Conflicts of Interest or Unfair Competitive Advantage (*2011*): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. Without limitation, an unfair competitive advantage exists where a contractor competing for award possesses either proprietary information that was obtained from a government official without proper authorization or source selection information (as defined in Regulation 19-445.2010(C)) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
	2. Certification of Independent Price Determination: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.
1. By submitting an offer, the offeror certifies that—
	1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
2. Those prices;
3. The intention to submit an offer; or
4. The methods or factors used to calculate the prices offered.
5. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
6. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
7. Each signature on the offer is considered to be a certification by the signatory that the signatory—
	1. Is the person in the offeror’s organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to paragraphs C.a. through C.c. of this certification; or
	2. **(1)** Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs C.a. through C.c. of this certification [As used in this subdivision D.b.(1), the term "principals" means the person(s) in the offeror’s organization responsible for determining the prices offered in this bid];

**(2)** As an authorized agent, does certify that the principals referenced in subdivision D.b.(1) of this certification have not participated, and will not participate, in any action contrary to paragraphs C.a. through C.c. of this certification; and

**(3)** As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs C.a. through C.c of this certification.

1. If the offeror deletes or modifies paragraph C.b. of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
	1. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:
2. By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
	1. Offeror and/or any of its Principals-
3. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
4. Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
5. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph C.1.a.(2) of this provision.
6. Offeror has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
7. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
8. Offeror shall provide immediate written notice to the Agency Project Coordinator if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
9. If Offeror is unable to certify the representations stated in paragraphs C.1., Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Agency Project Coordinator may render the Offeror nonresponsible.
10. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph C. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
11. The certification in paragraph C. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Agency Project Coordinator may terminate the contract resulting from this solicitation for default.
	1. ETHICS CERTIFICATE: By submitting a offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Agency Project Coordinator at the same time the law requires the statement to be filed.
	2. RESTRICTIONS APPLICABLE TO offerorS & GIFTS: Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act.
12. After issuance of the solicitation, ***offeror agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the Agency Project Coordinator. This restriction may be lifted by express written permission from the Agency Project Coordinator. This restriction expires once a contract has been formed.
13. Unless otherwise approved in writing by the Agency Project Coordinator, ***offeror agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.***
14. Offeror acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.
	1. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**)**:Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident.
15. The withholding requirement does not apply to
	1. payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina,
	2. nonresidents who are not conducting business in South Carolina,
	3. nonresidents for contracts that do not exceed $10,000 in a calendar year, or
	4. payments to a nonresident who
16. registers with either the S.C. Department of Revenue or the S.C. Secretary of State and
17. submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.
18. For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org
19. This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898- 5383.
20. Please see the "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" form (Form Number I-312) located at:[**http://www.sctax.org/forms/withholding/i-312-form**](http://www.sctax.org/forms/withholding/i-312-form)
	1. SUBMITTING CONFIDENTIAL INFORMATION:
21. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either
22. a trade secret as defined in Section 30-4-40(a)(1), or
23. privileged & confidential, as that phrase is used in Section 11-35-410.
24. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.
25. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810.
26. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.
27. By submitting a response to this solicitation, Offeror
	1. agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",
	2. agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and
	3. agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
28. In determining whether to release documents, the State will detrimentally rely on Offeror’s marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED".
29. By submitting a response, Offeror agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED".
30. All documents submitted that contain pages marked “Confidential,” “Trade Secret,” or “Protected” in accordance with 15.3.2 shall be accompanied by one complete copy with the specific such information removed or concealed (the redacted copy). The redacted copy shall (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted in an electronic format such as a PDF on memory stick. Except for the information removed or concealed, the redacted copy must be identical to the original document, and the Owners Representative must be able to view, search, copy and print the redacted copy without a password.
	1. SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE: South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the offeror’s sole risk and is without recourse under the South Carolina Consolidated Procurement Code.
	2. TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.
	3. CLARIFICATION: Pursuant to Section 11-35-1520(8), the Agency Project Coordinator may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]
	4. DISCUSSIONS & NEGOTIATIONS: Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated, and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.

PART VI - FORMS, FORMAT AND INSTRUCTIONS FOR PERFORMING THE ENERGY STUDY

The ESCO shall perform the following tasks in performing the RFP response and preparing the report:

* 1. FORMAT

Provide a Table of Contents that is complete with page numbers and descriptive title for each section, table, exhibit attachment, etc. List tables, charts, attachments, and exhibits separately by part number, title, and page number. Number and date each page. Should revisions occur, provide a listing of original pages and replacement pages. Indicate the revision date for each revised page on the bottom right corner of the page.

* 1. EXECUTIVE SUMMARY

Provide a short (no more than three pages) narrative summary of the project (proposal scope), including discussion of the project’s total construction costs, and energy savings stated both in dollars and in units of energy or water saved. Include the following in the Executive Summary:

1. Official ESCO statement signed by an ESCO representative authorized to enter into contractual agreements that the ESCO will finalize the Proposal.
2. Savings Guarantee as follows:

      (Hereafter referred to as the ESCO) will provide Conservation Measures (Conservation Measures) for a total cost of $       and the ESCO guarantees that these Conservation Measures will cause Agency to realize a total cumulative savings at the end of the       year contract term of at least $       based on current energy costs as defined in the “Baseline” year.

1. A description of the security (e.g. irrevocable letter of credit, bond or escrow account, etc.) ESCO will provide to back up the Guaranteed Savings and the cost of that security.
2. EXISTING CONDITIONS
3. Agency will provide ESCO general building information (size, age, and general use of each building) and a summary of utility cost and consumption data for the most recent 36-month period.
4. Agency will furnish (or ask its utility suppliers to furnish) all available records and data concerning energy and water usage for the most current       months *(Agency list period of time, 36 months recommended minimum)*, including but not necessarily limited to: utility records; occupancy information; descriptions of any changes in the structure of the Facility or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility; and a description of energy management procedures presently utilized.
5. Agency will furnish a record of any energy, water, and wastewater related improvements or modifications that have been installed during the past three years, or the Agency is currently installing independent of the scope of this RFP.
6. Agency will provide copies of facility and utility infrastructure drawings to the ESCO insofar as this information is readily available.
7. CONSERVATION MEASURE'S

The ESCO shall:

* + - * 1. Identify and propose potential Conservation Measure's for installation or implementation in the Agency’s facilities, including cut sheets on proposed equipment. For non-standard Conservation Measure's provide information regarding product site installations.
				2. Provide a detailed estimate of the cost, savings, and life expectancy of each proposed Conservation Measure. Ancillary costs, such as for painting and patching or repairing damage caused by installation of new Conservation Measures, shall be included.
				3. Specify Facility operations and maintenance that the installation/implementation of the proposed Conservation Measures will affect.
				4. Provide analysis methodology, supporting calculations and assumptions used to derive baselines (e.g. lighting operating hours) and estimated savings. Provide the existing and proposed air and hot water temperatures, amount of outdoor air ventilation (CFM), lighting, water usage, wastewater generation, and acoustic levels. Provide copies of the utility tariffs and commodity price histories used in savings calculations. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided.
				5. Unless Agency has elected herein to verify savings through a commissioning process, provide a savings measurement and verification plan for each proposed Conservation Measure.
				6. Provide detailed supporting calculations for any proposed maintenance, material or other operational savings. Do not include labor savings,
				7. For all proposed Conservation Measure's, comply with all applicable state, federal and local codes, and regulations in effect at the time of the signing of the construction contract.
				8. Provide a narrative description of each proposed Conservation Measure ESCO proposes to install, including:
				9. The proposed upgrade, replacement, operational change, or maintenance requirement, if any;
1. Any impact on standards of service and comfort, if any;
2. A completed Table A-1 for all measures, and,
3. A description of Conservation Measure's analyzed but disqualified under cost effectiveness criteria. Provide explanations and calculations supporting Conservation Measure's considered but not recommended as well as for those recommended.

##### **PART VII - GENERAL INFORMATION**

* + - 1. Present Conservation Measure's in the order that interactions are considered;
			2. Provide a Conservation Measure summary sheet for each measure (See Table A-1x).
			3. Include all conditions, modifications, repairs, and improvements necessary to make the Conservation Measure fully functional. ESCO’s proposal shall provide for the correction of all known deficiencies affecting the functionality of a Conservation Measure. For example, if a Conservation Measure is to install new controls for an AHU that is known to have damaged OA dampers, the proposal must provide for the repair of the dampers to a fully operational condition. ESCO’s proposal shall provide a fully-functioning, code-compliant and commissioned project for every Conservation Measure. ESCO shall not rely on the Agency to make repairs or take other actions to make the Conservation Measure work.

A known deficiency is a defect in a system, equipment, or machinery, which the Agency has identified in writing or which is readably observable by the naked eye of an engineer performing a utility audit of the type ESCO is required to perform in preparation of its Proposal.

1. For each Conservation Measure proposed, identify any necessary utility interruptions and any Owner support that may be required during installation.
2. For each Conservation Measure provide a proposed implementation schedule. Include the following milestones in the schedule:
	* + - 1. Design completed and approved with plans and specifications;
				2. Equipment/Material deliveries;
				3. Installation;
				4. Startup/Testing/Commissioning; and
				5. Notice of Substantial Completion and Final Inspection
3. ENERGY BASELINE AND SAVINGS MEASUREMENT
4. The ESCO shall establish and document:
5. An Energy Baseline, including data, methodology, and variables used to compute it. Baseline shall include **annualized** usage by utility type and **annualized** cost for baseline period;
6. The methods used to measure energy, water, and wastewater savings and associated cost savings for each utility type after proposed Conservation Measures have been installed. Give examples of specific measurements, calculations, etc.;
7. The method of determining energy savings and compliance with Standards of Service and Comfort annually throughout the contract term; and,
8. If ESCO will use a computer program or programs to establish the baseline, modify the baseline, or measure savings, furnish the name of the program, the name, address, and phone number of the program developer or supplier, and descriptive literature. Agency may require ESCO to furnish, at no cost to Agency, a properly licensed copy of the program(s) to Agency for its use in administering the contract.
9. All tables and other calculations shown in the sample tables included herein are based on a typical year in the contract term. All calculations must be complete and easy to follow. Spreadsheet formats must include a description of the assumptions and calculations;
	1. Units must be indicated and only so many significant digits as the accuracy of the calculation warrants included;
	2. Weather data source should be described; and,
	3. Calculation details and supporting documentation shall be placed in an Appendix.
10. DESCRIPTION OF MAINTENANCE SERVICES AND TRAINING
11. Provide a complete description of the maintenance services ESCO proposes to provide, including schedules. If Agency will perform maintenance and repairs separate from the ESCO, provide specific information or required maintenance necessary to maintain the contract guarantee.
12. Describe all training ESCO proposes to provide in base year 0 and during the life of the contract.
13. UTILITY REBATES AND TAX INCENTIVES
14. The implementation of Conservation Measures may result in Agency being eligible for rebates from the serving utilities. ESCO shall be responsible for preparing any and all documentation required to apply for such rebates. The ESCO shall submit the rebate application and documentation to Agency for submission to the serving utility.
15. The implementation of Conservation Measures may create eligibility for a federal tax credit as described in the Energy Policy Act of 2005. In such event, the Agency will assign the tax credit to the ESCO and the ESCO shall return 50 percent of the benefit to Agency, as per the rules of EPACT 2005.

**TABLE A-1 CONSERVATION MEASURE SUMMARY**

**ESCO Name:**

**Facility Name:**

*(Aggregate data from summary sheets)*

**State Project Number:**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **(a)Conserv. Measure****No** | **(b)Conservation Measure** | **(c)Electricity Savings****(kWh/yr)** | **(d)Peak Demand Reduction (kW)** | **(e)Fuel Savings (include units)** | **(f)Water Savings (include units)** | **(g)Other Savings** | **(h)Total Cost Savings ($/yr)** | **(i)Estimated Measure Cost ($) from Table A-1X** | **(j)Estimated Life of Measure (years)** |
| **1** |  |  |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |  |  |  |
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| **9** |  |  |  |  |  |  |  |  |  |
| **10** |  |  |  |  |  |  |  |  |  |
| **Totals** |  |  |  |  |  |  |  |  |  |

## TABLE A-1X

**Summary Sheet for Conservation Measure Number**

### **Building:**

**Name of Conservation Measure:**

DESCRIPTION (include quantities, types, sizes, locations, etc)

1. Existing Conditions:
2. Proposed Conditions with Conservation Measure:

Net First Year Savings

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Utility Type (electric, gas, oil, water, etc.)** | **Units of Measure for Utility Type (kWh, Therms, KW, gallons)** | **Savings in Utility Units of Measure (kWh, Therms, KW, gallons)** | **Unit Cost for the Utility** | **Cost Savings** |
|       |       |       |       |       |
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| **TOTALS** |       |       |       |       |

1. Cost Estimate Summary of Measure

Materials $

Labor $

Contingency $

Other (Specify) $

Total $

1. Expected useful life:       years.
2. Provide a description of training required for this Conservation Measure during Base Year 0 and during the life of the contract.