

PUBLIC NOTICE OF REQUEST FOR PROPOSAL

Notice is hereby given that Country Club Hills School District 160 (the 'District') is requesting innovative solutions from (*only*) NAESCO accredited providers to address energy conservation and savings measures at the District's facilities through a Guaranteed Energy Savings Contract. The contract shall follow the requirements of Article 5/19b, School Energy Conservation and Savings Measures of the School Code (105 ILCS/5).

Submit proposals to:

Mrs. Kenya Austin

ATTN: RFP Response

Country Club Hills School District 160

4411 W. 185th Street

Country Club Hills, IL 60478

Deadline for Proposals:

Proposals shall be submitted in sealed form and received no later than 12pm (CST) on Tuesday, January 19th, 2016. *Extensions will not be granted.*

The Request for Proposal (RFP) is available on the IL Capital Development Board Procurement Bulletin website.

A pre-proposal and mandatory site visit will be held on Wednesday, January 6th, 2016 at 10a.m. Any ESCO wishing to respond to this RFP must be represented by a licensed IL professional engineer (PE) who will be part of the project. A copy of the firms' current NAESCO documentation & attending PE license will have to be provided at the meeting sign-in; failure to comply will result in ESCO disqualification. Notification of attendance is to be emailed by 10a.m. on January 5th to Director of Business Operations, Ms. Kenya Austin at kenya.austin@cch160.org.

In accordance with 105 ILCS/5-19b, District 160 discloses that Siemens, Inc. participated in the preparation of RFP specifications.

By order of the Board of Education, Country Club Hills School District 160.

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**REQUEST FOR PROPOSAL (RFP)
FOR AN
ENERGY PERFORMANCE CONTRACTING PROJECT**

Issued by: *Country Club Hills School District 160, IL*

The Board of Education of Country Club Hills School District 160 (hereinafter referred to as Agency/Buyer) is seeking proposals only from interested Energy Services Companies (ESCOs) with at least 10 years of experience in providing comprehensive energy management and energy-related capital improvement services at all applicable buildings as identified in this RFP. The Board of Education is interested in developing a Strategic Master Plan and may elect to implement improvement measures in phases pursuant to the final contract.

PROJECT OVERVIEW

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

Agency/Buyer seeks to maximize energy savings and related improvements within the framework of the allowable 20 year contract term and available financing, therefore, ESCO's are encouraged to structure a project which provides the greatest possible energy, water, and operation and maintenance (O&M) savings and the most beneficial project scope for the Agency/Buyer. Agency/Buyer is interested in essential services and improvements that will reduce facility energy and water consumption, upgrade energy-related capital equipment, improve building operations and maintenance, implement renewable technology, save costs through fuel switching, provide revenue enhancements and improved demand management, and alternative utility tariffs or alternative commodity purchases, and aid in meeting Agency/Buyer's environmental management responsibilities.

Agency/Buyer may elect to implement additional facility improvements in a multi-phased approach with the selected ESCO for work that would be documented on the District's Life Health Safety report or that contain an energy related component including, but not limited to, mechanical, electrical, plumbing (MEP) and building envelope projects pursuant to the contract.

Pursuant to 50 ILCS 515/25, the Agency/Buyer discloses that Siemens Industry, Inc. participated in the preparation of the specifications issued herein.

GENERAL GUIDANCE

Due to limited staff time, *the Agency/Buyer* will not be able to answer technical questions related to this Request for Proposal (RFP). For clarification on procedures regarding submitting a proposal, or potential RFP discrepancies, please contact Director of Business Operations, Mrs. Kenya Austin at kenya.austin@cch160.org. Any interpretation of, or change made to the RFP will be made only by written

addendum posted on CDB website. *The Agency/Buyer* will not be responsible for the accuracy of any oral explanations, oral interpretations, or oral representations.

REQUIRED CAPABILITIES

The ESCO must demonstrate accreditation level as ESCO from National Association of Energy Service Companies (NAESCO). The ESCO must have the demonstrated technical and managerial capabilities to provide a comprehensive set of energy and water services including, but not limited to, an investment grade audit, design, acquisition, installation, training and commissioning of new and/or existing energy systems. The ESCO must also demonstrate the ability to provide project monitoring, savings measurement and verification and ongoing maintenance contracting . Additional services may include operation and maintenance for all improvements and/or training of Agency/Buyer’s staff on routine maintenance and operation of systems. Monitoring and verification services shall include appropriate measurement and timely reporting of the performance and savings from project.

OVERVIEW OF TERMS AND CONDITIONS

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

Guarantee. The project must result in an ESCO asset-backed guaranteed minimum annual energy, water and O&M savings guarantee, as well as defined levels of occupant comfort; maintenance, monitoring, training or other services. Non-asset-backed guarantees will not be considered. The goal of this project is to achieve savings sufficient to cover all project costs including lease or installment payments and fees for maintenance; monitoring; training and other services, on an annual basis, for the duration of the contract term.

PROCUREMENT PROCESS

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

Pre-proposal meeting. Prior to the submission of proposals, there will be a mandatory pre-proposal meeting on Wednesday, January 6, 2016, 10a.m. to be attended only by the representative ESCO’s licensed professional engineer(PE) - lack of PE & NAESCO identification disqualifies the ESCO. Site walkthroughs will be conducted on the same day for the following facilities & no additional days or times will be granted for access to school buildings:

- ***Country Club Hills School District 160***
 - ***Southwood Middle School***
 - ***Meadowview Intermediate School***
 - ***Zenon Sykuta Elementary School***

Please email Director of Business Operations, Mrs. Kenya Austin at kenya.austin@cch160.org by 10:00a.m. (CST) on Tuesday, January 5, 2016 to confirm your attendance; include the following information in the email communication:

Firm Name: _____

Name of PE: _____

Phone Number: _____

E-mail: _____

PE License Number: _____

Any contact with District 160 Board of Education Members during the RFP Process without prior approval of the Director of Business Operations & Technology will be grounds for immediate disqualification of the firm.

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

Proposal Review and Selection of Finalists. Agency/Buyer will establish a Project Evaluation Team to review and evaluate the ESCO's written responses to this RFP in accordance with the evaluation criteria identified in Part II of this document. The Project Evaluation Team will check client references which will also be evaluated. Agency/Buyer intends to select no more than three (3) ESCOs as finalists. Agency/Buyer reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of Agency/Buyer to do so.

ESCO Ranking. Based on results from the written responses to the RFP and client reference responses, the Project Evaluation Team will rank the finalist ESCOs. Contract negotiations will proceed with the top-ranked ESCO.

Development of Energy Audit Agreement. Agency/Buyer intends to negotiate a contract for the investment grade audit. If an acceptable technical energy audit agreement cannot be negotiated within an acceptable time period from the date of ESCO selection, negotiations with the next-ranked ESCO may be initiated.

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

Right to Reject. In submitting this proposal, it is understood by the ESCO that the right is reserved by the Agency/Buyer to accept any proposal, to reject any and all proposals as non-responsive and to waive any irregularities or informalities when to do so is in the best interest of the District.

To aid ESCOs in their response to this RFP, the following items are attached:

PART I: PROPOSED PROJECT SCHEDULE

PART II: EVALUATION CRITERIA

PART III: CONTRACT TERMS AND CONDITIONS

PART IV: INSTRUCTIONS TO PROPOSERS

PART IV-A: ESCO PROFILE FORM

PART IV-B: ESCO QUALIFICATIONS AND APPROACH TO PROJECT

PART I

PROPOSED PROJECT SCHEDULE

The following is the proposed project schedule and may be adjusted as necessary during the procurement of services. Respondents who do not attend the mandatory pre-proposal meeting and complete the required sign-in process (NAESCO & PE license documentation) will not be able to submit a response to this RFP.

ACTIVITY	DATE
Issue RFP	Friday, December 18, 2016
Mandatory pre-proposal meeting with licensed PE only	Wednesday, January 6, 2016, 10a.m.
Proposals Due	Tuesday, January 19, 2016 12p.m.
Review proposals/Interview Finalists (if necessary)	Week of February 1, 2016
Selection of ESCO partner	Tuesday, February 9, 2016
Issue Letter of Intent	Week of February 23, 2016
Development of Energy Audit Contract	TBD
Audit Review and Development of Energy Service Agreement (ESA)	TBD

PART II

EVALUATION CRITERIA

Evaluation of Proposals: Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals. The evaluation weighting is shown below. ESCO selection will be based on a combination of point scores (outlined below) and best overall value to the Agency/Buyer. Agency/Buyer is seeking to partner with a company that will, along with energy efficiency improvement options, develop and showcase educational initiatives & requests that education projects that your company has supported as a value added component of past performance contracting projects be included. Please list applicable projects as an addendum along with references from participating school districts. The follow chart is the evaluation criteria for ESCO finalist – please call out the appropriate page numbers in the RFP submittal document that demonstrates evidence of qualifications:

Category		Points	Company 1	Company 2
Experience - 25%				
1	ESCO headquartered in IL	1 - 2		
2	Quality of RFP's Executive Summary (Part IV, A-1) & References (Table 1, Part IV, B-2)	1 - 7		
3	Full-Service ESCO offerings	1 - 3		
4	Quality of ESCO's brand projects (established engineering expertise)	1 - 5		
5	Quality of ESCO Point of Contact/designated liaison for District 160	1 - 5		
6	Quality of ESCO's third-party certifications	1 - 3		
Subtotal		25		
Project Management - 10%				
1	GBE/CEM/PE accredited project manager - Project Management Professional (PMP) accredited by Project Management Institute (PMI)	1 - 2		
2	ESCO's LEED professional offerings, quantity and quality (sustainability/renewable technology expertise)	1 - 2		
3	Clarity, organization and level of pertinent detail of written proposal	1 - 2		
4	Performance guarantee success rate of past projects	1 - 2		
5	Quality control	1 - 2		
Subtotal		10		
STEM & Sustainability Education - 30%				
1	ESCO's proven experience in establishing an educational program (not just support or enhancement of existing program)	1 - 6		
2	Quality of ESCO's national STEM initiatives & offerings (not just local branch).	1 - 6		
3	Quantity of ESCO's training offerings	1 - 6		
4	Reference letters from Educational Partners to demonstrate commitment to education (not project references)	1 - 6		
5	ESCO's	1 - 6		
Subtotal		30		
Technical Approach - 20%				
1	Demonstrated ability to provide utility bill management and supply-side energy procurement assistance.	1 - 5		
2	Demonstrated ability to provide in-house mechanical & electrical services.	1 - 5		
3	Quality of proposed internal and external training capabilities, M&V	1 - 5		
Subtotal		15		
Financial - 20%				
1	Financial soundness and stability of the ESCO	1 - 5		
2	Demonstrated ability to provide or arrange project financing.	1 - 5		
3	Reasonableness of audit costs.	1 - 5		
4	Financial consultancy	1 - 5		
5	Credit report & bonding capabilities, insurance, waivers....	1 - 5		
Subtotal		20		
TOTAL		100		

PART III

CONTRACT TERMS AND CONDITIONS

The minimum contract terms and conditions Agency/Buyer will accept from the selected ESCO include:

1. Technical Requirements

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

Standards of Comfort and Service. The ESCO will be responsible for maintaining the levels of comfort and service for each building as specified in the Energy Services Agreement (ESA).

Professional Engineer Involvement. A registered professional LEED-certified engineer must, at a minimum, review and approve design work done under this contract.

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

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

O & M Manuals. At least three operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of Agency/Buyer.

As-Built Drawings. Where applicable, ESCO must provide "as built" and record drawings (or such electronic equivalents as may be agreed to with Agency/Buyer) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed project installation.

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

Agency/Buyer Energy Improvement Projects. Agency/Buyer reserves the right to make energy and water improvements to the facility and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.

2. Minimum Contract Provisions

Proposal Submissions. The contents of the ESCO's RFP submission will become part of any final agreement between Agency/Buyer and the ESCO.

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

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

Final Approval of Agency/Buyer. Agency/Buyer retains final approval over the scope of work and all end-use conditions.

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

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

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

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

Hiring and Wage Requirements. If applicable, the ESCO will comply with all requirements for the payment of prevailing wages and minority and women-owned business enterprises.

Subcontractor Approval. Agency/Buyer retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names and qualifications of subcontractors must be submitted at least three weeks in advance of subcontractor scheduled start date.

Insurance Requirements. Prior to the commencement of work, the ESCO must provide evidence of insurance for both the construction and operations phases of the project.

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

Contract Term. No contract shall exceed twenty years in duration and may be subject to annual appropriations.

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

PART IV

Instructions To Proposers

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

Proposal Submittal Information

ESCOs who wish to have proposals considered by Agency/Buyer must submit 3 copies of Part IV-A (**ESCO Profile & Qualifications Form**) and Part IV-B (**ESCO Proposal & Approach to Project**) with any supporting documents, by 12:00p.m., Tuesday, January 19, 2016 to the following address - *extensions will not be granted:*

Mrs. Kenya Austin
ATTN: RFP Response
Country Club Hills School District 160
4411 W. 185th Street
Country Club Hills, IL 60478

In consideration of the environment, the submittal of all documents in an “electronic” format is required (as a PDF file). Respondents shall deliver their electronic proposals saved on a portable memory device (thumbnail/flash/jump drive) as part of the proposal submittal process.

Responses will be opened at 1:00p.m. on Tuesday, January 19, 2016 at 4411 W. 185th Street, Country Club Hills, IL 60478

PART IV-A

ESCO PROFILE AND QUALIFICATIONS FORM

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

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

A-1 **Executive Summary** (maximum of two pages)

A-2 **Firm Name** _____

Business Address _____

City _____ State _____

County _____ Zip Code _____

A-3 **Names and Titles of Two Contact People**

1) _____ Phone (_____) _____

2) _____ Phone (_____) _____

A-4 **Submittal is for:**

- Parent Company (List any Division or Branch Offices to be involved in this project)
- Division (attach separate list if more than one is to be included)
- Subsidiary
- Branch Office

Name of Entity: _____

Address: _____

A-5 **Type of Firm:**

- Corporation
- Partnership
- Sole Ownership
- Joint Venture

A-6 **Federal Employer Identification Number** _____

A-7 **Year Firm was Established** _____

A-8 **Name and Address of Parent Company: (if applicable)** _____

A-9 **NAESCO :** Provide documentation that your firm is accredited by NAESCO – proposals will not be accepted by companies without this accreditation

A-10 **Credit Ratings:** Provide Standard & Poor's and Moody's credit ratings and supporting documentation

PART IV-B ESCO PROPOSAL & APPROACH TO PROJECT

B-1 Project Summary / Technical Approach: Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value of your firm's services.

B-2 Experience: Attach information regarding related ESPC projects that meet the following criteria and in this format only:

- ESPC project must be within 80 miles of Country Club Hills, IL 60478
- ESPC **individual** project amount (not aggregate of phases) must be greater than \$1M
- ESPC project must be greater than 100K sq. ft.
- Preference given to LEED certified buildings

All requested information in exact format of Table 1 is **required** for proposal qualification.

Table 1

	School District	Address	Distance from IL, 60478	Project Amount (single phase greater than \$1M)	Sq. Footage (greater than 100 K)	Relevance to District 160	Project Manager in District 160 project (y/n)

B-3 Sustainability & STEM Provisions: Describe your firm’s history of educational program development within K-12 market (*clearly state number of years of involvement and any design partners involved*). Include your firm’s diversity, environmental & sustainability initiatives. Verify that the firm has in-house capabilities to provide end-to-end services for LEED or other green building certification programs.

B-4 Training Provisions: Describe your firm’s ability to providing training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

B-5 Cost of Investment Grade Energy Audit: Indicate the total anticipated cost of the investment grade energy audit to Agency/Buyer if no contract is negotiated.

B-6 Project Financing: Describe your firm's preferred approach to providing or arranging financing for performance contracting project. Describe funding options that may exist, other than traditional municipal bonds or lease programs. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed.

B-7 Project Management: Describe your firm’s project management approach. Attach an organization chart and resumes for the proposed ESCO members and project managers on this project. Any project manager must have project reference on Table 1.

B-8 Energy Baseline Calculation Methodology: Describe the methods you expect to use to compute baseline energy use for this project. Describe any computerized modeling programs used by your firm to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.

B-9 Procedure for Calculating Energy and Cost Savings: Please summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate energy savings for this project. Indicate how your firm identifies, documents and measures operational cost savings opportunities. Describe your firm's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified.

B-10 Construction Management: Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.

B-11 Approach to Equipment Maintenance: Describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services that may be proposed for this project. Address how you would approach the role of Agency/Buyer's personnel in performing maintenance on the new and existing and equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.