



Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
<http://www.cod.edu>

COLLEGE OF DUPAGE
REQUEST FOR PROPOSAL AND QUALIFICATIONS
FOR
TEC Energy Conservation and Guaranteed Energy Cost Savings Program

FEBRUARY 21, 2012

COLLEGE OF DUPAGE
REQUEST FOR PROPOSAL
TO IMPLEMENT A
TEC Energy Conservation and Guaranteed Energy Cost Savings Program

TABLE OF CONTENTS

Section		Page
I.	Invitation for Proposals	3
II.	Background	6
III.	Services Requested	7
IV.	Selection Process	7
V.	Schedule of Events	7
VI.	Proposal Security	8
VII.	Performance & Payment Bond	8
VIII.	Insurance Requirements	9
IX.	Selection Criteria	10
X.	Response Format and Contents	11
	Appendix A - Proposal Forms	16

College of DuPage
Request for Proposal and Qualifications
TEC Energy Conservation and Guaranteed Energy Cost Savings Program

I. INVITATION FOR PROPOSALS:

In response to this Request For Proposal and Qualifications (RFP), the Board seeks proposals from interested Energy Services companies which are Qualified Providers under the COMMUNITY COLLEGE ENERGY CONSERVATION AND SAVING MEASURES ACT (110 ILCS 805/ Art. V-A). The intent of this RFP is to solicit proposals from Energy Services Companies (Qualified Providers) for implementation of the TEC Energy Conservation and Guaranteed Energy Cost Savings Program (the Program). For the purpose of this RFP, "Qualified Provider" refers to any company whose employees are experienced and trained in the design, implementation, or installation of energy conservation measures and is qualified to provide a turnkey energy conservation program that reduces energy consumption and operating costs.

The College's objective in issuing this RFP is to enter into an Energy Services Agreement with the most qualified provider for the facility. The College will review the proposals of all respondents and select one of the respondents to conduct an Investment Grade Audit (IGA).

Please note that responses to this RFP must be received on Tuesday, **March 13, 2012 no later than 2:00 p.m.** at the address below. One (1) paper copy and one (1) electronic copy of the response must be sealed and delivered to:

College of DuPage
Purchasing Dept.
425 Fawell Blvd.
Glen Ellyn, IL 60137
Re: Proposal for TEC Energy Conservation and Guaranteed Energy Cost Savings Program
ATTN: Janet Fix, Purchasing Manager

College of DuPage (the College) reserves the right to reject any and all responses resulting from this RFP. Late responses will not be accepted and will be returned to the submitting company unopened. The College **is not liable for any cost incurred by any person or firm responding to this RFP.**

The College reserves the right to reject as non-responsive any proposals that do not contain the information requested in Section VII and Appendix A of this RFP. Additionally, The College reserves the right to reject as non-responsive any proposals which are not organized and formatted as described in this RFP.

Prices submitted must be firm. No proposals will be accepted on the basis of price prevailing at time of services, or conditional to any other event. Any company or organization to be awarded a contract for goods and/or services must be in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations thereunder.

No proposal shall be withdrawn for a period of ninety (90) days after the date of receipt without the consent of the Board of Trustees. The Board reserves the right to reject any or all proposals and to waive informalities in the award process. The Board shall be the sole judge of whether any proposal is the most responsible or qualified. Proposals shall be deemed final, conclusive, and irrevocable. No proposal shall be subject to correction or amendment for any error or miscalculation.

REQUESTS FOR CLARIFICATION

The sole point of contact for this RFP shall be through the College Purchasing Department. This restriction shall commence upon the release of the RFP Specifications. Failure to comply with this provision may result in Proposer disqualification. Any and all questions regarding this RFP must be submitted in writing to:

Ms. Janet Fix, Purchasing Dept.

Email: fixjan@cod.edu

All questions will be answered and emailed to all firms in the form of an addendum.

EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the Contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, age, national origin, sex, disability, ancestry, marital status, religion or unfavorable military discharge discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, age, national origin, sex, disability, ancestry, marital status, religion or unfavorable military discharge.

PROPOSAL MODIFICATIONS

Changes of specifications, explanations or statements which the proposers wished to make must be written on or attached to the Proposal Form. Unless indicated, it is understood that the proposal is in strict accordance with specification requirements. Proposals shall be deemed final, conclusive, and irrevocable. No proposal shall be subject to correction or amendment for any error or miscalculation.

QUALIFICATIONS

In order for an proposer to be considered for award, he/she must be well recognized for their professional capabilities. The proposer must have available adequate staff, expertise, experience, organization, and support personnel to perform this work within the time frame specified. Proposers must also adequately demonstrate the capability and expertise necessary to cope with the requirements of the work to be performed.

COMPLIANCE

Submissions under this Request for Proposal shall be for services at least equal to or exceeding the quality and performance characteristics stated herein. Proposers shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the work. Failure to provide complete documentation of the project compliance with specifications required, may result in rejection.

The College of DuPage reserves the right to reject any proposal if it is not deemed suitable for the purpose for which it is intended.

PROPRIETARY DATA

All items developed and submitted in response to this Request for Proposal shall become the property of College of DuPage. Any restrictions on the use of data contained within a proposal must be clearly stated on the proposal itself. It is not acceptable for a proposal to be marked "proprietary" in its entirety. Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable College of DuPage procurement regulations. Under no circumstances will any proposal or parts of proposals be returned to a proposer after the date of submittal. However, should be determination of any proprietary information or exempt trade secrets be challenged, the College will tender the defense of the action to the proposer's company and expect you to defend, indemnify, and hold the college harmless from any and all liability including attorneys fees (5 ILCS 140/11(ij)). All proposals indicating any such restrictions must be acknowledged in writing as part of

this proposal, that the proposer's company will defend, indemnify, and hold the College harmless from any and all claims arising under the Freedom of Information Act. Under no circumstances will any requests to redact proprietary information be honored without this written acknowledgment.

EXCEPTIONS TO RFP SPECIFICATIONS

All prospective Contractors must read the proposal specifications and College agreement terms and conditions attached to this proposal carefully. Any exceptions, including additions and/or deletions to the specifications, terms or conditions presented must be clearly stated and summarized as a separate section in the proposal response. Each Contractor shall submit a detailed summary statement of any and all exceptions taken to any part of this proposal with reference to the specific document, section and/or paragraph(s) involved. It shall be mutually understood that the Contractor shall comply with all specifications, terms, and conditions of the proposal documents unless specifically excluded in their proposal response. Unfamiliarity with the College's agreements, operations, and facilities shall not relieve the successful Contractor from the necessity of providing, without cost to the College, any materials or performing any labor or service that may be required to carry out the intent of the resulting agreements. Contractor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the RFP and resulting agreements unless noted.

REJECTION OF PROPOSAL

The proposer acknowledges the right of the Owner to reject any or all proposals received, to negotiate with any firm considered qualified, to make award without further discussions, or to waive any informality or irregularity in any proposal received. In addition, the proposer recognizes the right of the Owner to reject a proposal if the proposer failed to submit the data required by the proposal documents, or if the proposal is in any way incomplete or irregular.

Non-acceptance of a proposal shall mean that another was deemed more advantageous to the College, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the College and the selected proposer exists, or after the college has rejected all proposals.

CONTRACT TERMINATION

Any violation to the terms, conditions, requirements, and/or non-performance of the agreement resulting from this RFP may result in cancellation of the agreement. This agreement may be cancelled by the College of DuPage, for cause, giving 30 days written notice by certified mail.

II. BACKGROUND

The College of DuPage was founded in 1967 and has an enrollment of approximately 30,000 students.

The College proposes to address utility uses associated with the Technical Education Center (TEC).

The College anticipates a reduction in annual utility costs through the implementation of the Program. The selected provider of services will provide a written guarantee of all utility reduction and provide financing options for the project at the discretion of the College. All payments under any contract shall be made over time and the savings shall be guaranteed to the extent necessary to pay the costs of the energy conservation measures. The Qualified Provider shall reimburse the College for any shortfall of guaranteed energy savings projected in the contract. The contract life of the program shall not to exceed **20** years. The College intends to structure the program's implementation schedule in a manner to minimize the program's disruption on students and staff as well as maximize current and future funding and construction planning.

Respondents to this Request for Proposals (RFP) shall identify their experience and qualification to design, install and manage a Program that involves energy conservation measure (ECM) retrofits which address the following building components and applications: lighting, space heating, ventilation, air-conditioning, envelope, heat recovery, energy management systems, environmental system controls, motors, domestic water heating, fuel switching, air distribution systems, water consumption systems, renewable energy sources, and other MEP related scopes of work.

III. SERVICES REQUESTED

For this RFP, the College is interested in energy related service companies that will provide turnkey energy-use improvement and performance based construction services. These services will include the identification, engineering, design, installation, training, maintenance, and guarantee of future savings of the approved scope for the TEC facility. At its discretion, the College has the option to contract all or some of the services listed above.

If the College contracts project financing through the Qualified Provider, payment for the contracted services will be indexed to measure reductions in annual energy costs or consumption and will not begin until after the project is operational and generating savings. Capital and operational savings, will be agreed upon with the College and the Qualified Provider prior to signing the Energy Services Agreement (ESA), as part of annual savings. The Qualified Provider must make available a program that guarantees the energy savings of the energy conservation services financed. The Qualified Provider's demonstrated ability to provide this guarantee will be part of the evaluation criteria.

IV. SELECTION PROCESS

PROPOSAL EVALUATION

Interested Qualified Providers responding to this RFP with a proposal must provide the information required to complete the forms included in Appendix A. The College will evaluate submittals and choose the most qualified provider.

ENGINEERING PROPOSAL

Upon completion of the proposal evaluation, the College will select one Qualified Provider to perform Design Services, the Program, and Turn-key MEP Proposal for the College, which will allow the Qualified Provider(s) to proceed with the energy analysis, feasibility study, engineering design, and permitting plan for the Program, phase implementation, and a defined scope of work.

NEGOTIATING AND SIGNING OF FUTURE CONTRACTS

The College will select to move forward with turn-key implementation contracts on a phased basis with the selected provider(s) as determined in the Program and the contract term.

V. SCHEDULE OF EVENTS

The following time frame is expected to be followed when evaluating responses to this RFP:

2/20/2012	Release of RFP
3/1/2012 1:00 p.m.	Mandatory Pre-proposal meeting and walk through of buildings <i>(One master tour to all potential respondents will be given on this day – no additional site-visits will be granted prior to RFP due date.)</i> The meeting will be held in the Technology Education Center Room 1038B located on the Glen Ellyn, IL Campus.
3/13/2012	RFP received – 2:00 pm
4/1/2012	Public notice of intent to award Design/TEC Planning Contract

This is a tentative schedule and dates are subject to change.

Please note that responses to this RFP must be received on **Tuesday, March 13, 2012 by 2:00 pm** at the address below. One (1) paper copy of the response and one (1) electronic copy must be sealed and delivered to:

College of DuPage
Purchasing Dept. BIC 1540
425 Fawell Blvd.
Glen Ellyn, IL 60137

Re: Proposal and Qualifications for TEC Energy Conservation and Guaranteed Energy Cost Savings Program
ATTN: Ms. Janet Fix, Purchasing Manager

The College reserves the right to reject any and all responses resulting from this RFP. Late responses will not be accepted and will be returned to the submitting company unopened. The College is not liable for any cost incurred by any person or firm responding to this RFP.

The College reserves the right to reject, as non-responsive, any proposal that does not contain the information requested in this RFP and on the forms contained in Appendix A. Additionally, The College reserves the right to reject, as non-responsive, any proposals which are not organized and formatted as described in this RFP.

VI. PROPOSAL SECURITY

Proposal Security in the form of a CERTIFIED CHECK, CASHIER'S CHECK or PROPOSAL/BID BOND made payable to the College of DuPage in the amount of \$30,000 , IS REQUIRED. The bond carrier shall have a minimum Best Rating of A VI. The Proposal Security shall be submitted with your RFP response and will be retained by the Owner if the successful firm fails to execute the contract within ten (10) days after the notice of acceptance of their proposal by the Owner. Retention of the Proposal Security by the College pursuant to the terms of the proposal specifications does not preclude or in any way limit any other remedies the College may have against the awarded firm for violation of the terms of the proposal specifications or the refusal of the firm to enter into the Contract.

VII. PERFORMANCE AND PAYMENT BONDS

The successful firm must, within ten (10) days after they have received notice of the award to them and at the time of entering into a contract with the College of DuPage, furnish a Performance Bond agreeing to perform the work in accordance with all of the provisions of the Contract, as in said Performance Bond provided and a Payment Bond agreeing to pay not less than the prevailing wages, to laborers, workmen and mechanics engaged on the work, subject to the provisions of **ch. 48, Section 39s-1 through 39s-12, III. Rev. Stat.** All work shall be performed in accordance with the Contract and the laws of the State of Illinois and agreeing to pay all sums of money due for labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same day as the Contract, in the forms prescribed by the College of DuPage and each in an amount equal to the Contract price and authorized to do business in the State of Illinois. These bonds shall be maintained by the Contractor and shall remain in full force and effect until final acceptance of the work by the College of DuPage. The Contractor agrees and will cause the surety to agree to be bound by each and every provision of all of the Contract documents. The bond carrier shall have a minimum Best Rating of A VI.

All costs of Performance/Payment Bonds shall be included in the proposal pricing. If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the College of DuPage, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the College of DuPage and all persons supplying labor or materials in the prosecution of the work contemplated by this Contract. In the event the surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it

shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the College of DuPage be insolvent, the Contractor agrees forthwith upon request of the College of DuPage to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the College of DuPage.

VIII. INSURANCE

The College of DuPage requires a Certificate of Insurance listing:

Workmen's Compensation Insurance shall be carried for all employees employed in carrying out the work contemplated under this agreement. The insurance shall comply with all State of Illinois and Federal requirements as may relate to Worker's Compensation Insurance. Employer's Liability Insurance shall also be provided for both bodily injury and disease that may arise out of the employment of any person involved in work under this agreement.

Limits: \$500,000 Each Accident
\$500,000 Each Disease
\$500,000 Policy limit on disease

Automobile Liability Insurance shall be carried to cover any liability arising out of the use of any automobile. This insurance shall cover owned, non-owned, leased and hired automobiles to protect claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract. Combined Single Limit of \$1,000,000 for both bodily injury and property damage.

General Liability Insurance shall include: Bodily Injury, Property Damage, Personal Injury, Explosion, Collapse and Underground Damage Liability Endorsements (commonly called X, C, and U hazards), Products and Completed Operations, Blanket Contractual and Broad Form Property Damage coverage, with:

Limits: \$1,000,000 Per occurrence
\$2,000,000 General Aggregate
\$1,000,000 Personal and advertising injury liability
\$2,000,000 Products and completed operations aggregate

- Include College of DuPage, its director's & officers, employees and agents as additional insured's on the policy.
- Stipulate that such insurance is primary and is not in addition to, or contributing with, any other insurance carried by, or for the benefit of College of DuPage.
- Waive any and all right of subrogation against College of DuPage
- Contain separation of insured's endorsement.
- The aggregate limit must be written per Project or per location limit

Umbrella/Excess Liability Insurance shall be carried to cover any liability in excess of the limits of coverage already required and provided through the primary liability policies.

Limits: \$2,000,000 Per occurrence
\$2,000,000 Aggregate

Umbrella Excess Liability Insurance must be in excess of the Employer's Liability Insurance, Automobile Liability Insurance, and General Liability Insurance.

Property Insurance shall be carried to protect all owned property brought on the premises relative to this agreement.

Terms and Conditions

- Prior to the commencement of the agreement, a valid/original Certificate of Insurance evidencing that all required insurance is in force, executed by an authorized representative of the insurance company, must be sent to College of DuPage, Attn: Purchasing Manager. Such Certificates shall identify the specific project/contract and location.
- All Insurance companies shall be rated A VI or better by the current Best's Rating Guide and approved by the College.
- All policies of insurance must be endorsed to contain a provision giving College of DuPage a thirty-day (30) prior written notice by registered mail of any cancellation of that policy or material change in coverage.
- Receipt and review by the College or the College's Representative of any copies of insurance policies or insurance certificates shall not relieve the party to this agreement of his obligation to comply with the insurance provisions of the Agreement.
- The insurance provisions of this Agreement shall not be construed as a limitation of the responsibilities and liabilities pursuant to the terms and conditions of this Agreement, including but not limited to liability for claims in excess of the insurance limits and coverage's set forth herein.
- All policies shall be written with insurance companies licensed to do business in the State of Illinois. The College reserves the right to verify any information with the carrier.

IX. SELECTION CRITERIA

Qualification of all business entities that respond to this solicitation, including any subcontractors to be used, will be evaluated using the following selection criteria. (Percentage weighting among categories of selection criteria is noted.)

- A. Business and Financial Qualifications (25% maximum)
 - 1. Business unit dedicated to providing guaranteed energy savings programs.
 - 2. Business unit dedicated to ensuring project performance
 - 3. Years in business
 - 4. Affiliation with energy and/or business organizations (including ISO certification and EPA or DOE affiliations) The selected Qualified Provider must be an accredited ESP, ESCO, or EEC with NAESCO.
 - 5. Demonstrable ability to bond savings through a third party surety
 - 6. Financial viability of entity proposed to provide technical and financial guarantees
 - 7. Financing capability and lines of credit

 - 8. Qualified Providers will provide financial statements including income statement, balance sheets and statements of changes for three (3) most recently completed fiscal years.

 - 9. Qualified Providers will provide information documenting the source(s) of proposed financing.

- B. Personnel Qualifications (20% maximum)
 - 1. Quality of personnel assigned to this project and degree of pertinent experience.
 - 2. Qualified provider should detail how many LEED APs, CEMs, CDSMs, PEs, and other professionals they have on staff.
 - 3. Include Resume for all key staff members that will be directly involved in the project, use the sample format described on Form C in the appendix of this RFP
 - 4. Qualified provider shall provide evidence of compliance with Sec. 5A-20 of the Public Community College Act, stating that all employees are experienced and

trained in the design, implementation, or installation of energy conservation measures.

- C. Overall Value and Project Management Plan (30% maximum)
 - 1. Comprehensiveness and rationale of project management plan, based on:
 - Approach to project management, including staffing and contractor-oversight
 - Ability to successfully complete projects on time and to customer satisfaction.
 - 2. Method employed to establish baseline energy use in individual buildings and facility-wide
 - 3. Technical Response completeness, ECM evaluation, and overall value of project proposed.
 - 4. Cost and Pricing as described in the included sample Energy Audit and Design Documents
 - 5. Method of measurement and verification used to demonstrate energy use reduction and cost savings as guaranteed

- D. Prior Project Performance (25% maximum)
 - 1. Experience with energy conservation projects of a similar size and type to that proposed for the College
 - 2. Experience taking responsibility for the full range of roles contemplated for this project (e.g. identification and analysis of ECMs, design, installation, operation, training, financing, savings verification, etc.)
 - 3. Performance on prior projects, including data on projecting, achieving, documenting, and verifying energy savings in order to ascertain accuracy of projections
 - 4. References from prior and current customers.
 - 5. Litigation involving an Energy Services Agreement or any similar agreements with a public entity

X. RESPONSE FORMAT AND CONTENTS

Environmental Impact

Your actions do make a difference! By submitting only one paper copy of your proposal response, you make the following contributions to the environment:



Waste

5.7 pounds of solid waste not generated



Tree

6% of a tree preserved



Water Conservation

46.78 gallons of waste water avoided



Lighting

97036.73 BTUs of energy not consumed



Greenhouse Gas

14.23 pounds of greenhouse gas prevented

Healthy forests filter water, remove air pollution, sequester carbon and provide homes for wildlife. To plant a tree in return for your paper usage, go to <http://www.americanforest.org/>.

**Calculations are for one 500 page proposal response printed on regular paper. It does not include binders and dividers.*

The responses to this Request for Proposal will consist of ten (10) specific information subject areas which must be completed and returned in the order indicated below with each section divided and tabbed with the appropriate section title. Forms for certain of these information areas (as detailed below) are provided in Appendix A. For areas that do not require a form, the Qualified Provider shall provide specific information directly addressing the information requested in that section. The College may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided by any Qualified Provider. Any additional information not specifically requested in this RFP must be put in a separate Appendix at the end of the response. Additionally, all supplemental materials (brochures, product information sheets, etc.) not specifically tailored to this response must be placed in the Appendix. Responses must be paginated, with page numbers appearing in the lower right hand corner of each page, and must include a table of contents.

COVER LETTER

The Qualified Provider's proposal will include a cover letter at the beginning of the proposal. The cover letter shall provide a summary of the information presented in the proposal; names, email addresses, telephone and fax numbers of persons authorized to provide any clarification required; and a statement accepting the terms of this solicitation or noting specific exceptions taken to any of the terms and conditions specified in this document. This cover letter shall also include the name of the person(s) authorized to conduct final contract negotiations on behalf of the Qualified Provider.

A. INTRODUCTION

TABLE OF CONTENTS

The Qualified Provider's proposal should include a Table of Contents referencing each information section of this RFP. The Table of Contents should be further subdivided to describe information included within each section of the proposal.

EXECUTIVE SUMMARY

The Qualified Provider will provide an Executive Summary highlighting the Qualified Provider's unique qualifications and fitness for this project.

STATEMENT OF RESPONSIBILITY

The respondent must be the Prime Contractor. The Prime Contractor will be responsible for all work and subcontractors involved in the project. The Prime Contractor will submit a list of all participants in the project prior to the actual contract negotiations. If some or all of the participants are not known at this stage, a selection strategy shall be identified noting which participants have not been selected. A statement of responsibility must be provided, using **FORM A** in the Appendix.

B. PERSONNEL

Each Qualified Provider will attach a Project Staffing Plan, as shown in **FORM B** in the Appendix. The proposed plan will include a description of proposed staffing showing the project organization, supervisory responsibilities, and lines of authority. Identify the corporate affiliation for each staff member listed in the Project Staffing Plan. Attach resumes of all individuals who will have a role in the project.

Provide a graphical representation (organizational chart) of the participants listed in the Qualified Provider's proposal and their responsibilities in the program. The chart is to be used to show the company and personnel responsible for each phase of the project, lines of authority, and relationships between prime contractor and subcontractors.

Include Resume for all key staff members that will be directly involved in the project, use the sample format described on **FORM C** in the appendix of this RFP

C. TECHNICAL REPORT AND PROJECT MANAGEMENT PLAN

Include a Technical Report in this section detailing the proposed scope, price, and energy savings associated with implementing the program in the Technical Education Center. All proposed energy conservation measures (ECM) shall be described in detail and detailed calculations shall be included for each ECM. These ECM's **MUST** be presented in a spreadsheet format delineating the energy, operation, and maintenance savings associated with each.

Base calculations and payback utilizing the following: 5% interest rate, 3% inflation rate on utilities, 3% wage inflation.

Describe respondent's approach to project management, including: coordination with subcontractors, architects, general contractors, division of responsibility among project staff, and interaction with a College representatives. Include a sample of any contracts and/or agreements between the respondent and subcontractor(s) that would be used in this project in an addenda.

D. INVESTMENT GRADE ENERGY AND DESIGN AUDIT

Describe the proposed facility audit and design process. This should include a detailed explanation as to the reasons for and possible outcomes of each step. The Respondent should also include all relevant items that it will look for when performing the design phases, development phases, and the audits.

The Responding Qualified Provider **MUST** provide sample energy and design audits from a previous customer where the Responding Qualified Provider conducted multi-phased energy and MEP services. Since the College may enter into future phases of work under this program, it is preferred that the Responding Qualified Provider include design and energy audit documents from a minimum three (3) phases with a single selected client. These documents may be contained in separate cover if they are too large for inclusion in this section of the RFP response.

E. ENERGY SAVINGS

Provide a textual and numerical description of the method used to establish baseline energy use in the Technical Report. Describe the method used to justify variances between the baseline consumption and actual annual consumption. Variances between baseline energy consumption/cost and actual energy consumption/cost can be attributed to changes in the unit price of energy, rate schedules, weather, occupancy, building utilization and building size; to name a few. Describe and justify the methods used in measurement and verification of project savings.

Respondents must show calculations and formulas in this section, and document where those calculations are to be found in the sample contract. Include a sample guarantee contract in this section of the RFP response. **Failure to include a sample contract will be viewed as unresponsive.**

F. REFERENCES

Provide information on 5 guaranteed energy reduction and design contracts, similar in scope to the project proposed for the College that the respondent has successfully implemented within the last 10 years.

References shall include:

- Customer Name
- Name, Telephone, and e-mail of Contact
- Brief Description of the Project
- Project Beginning and Ending Dates
- Specific ECMs installed
- Project Cost and Savings

G. EQUIPMENT & TRAINING & OTHER SERVICES

The Qualified Provider shall describe any relationships with manufacturers of energy equipment, including those manufactured by the respondent. The Qualified Provider should also demonstrate willingness to propose and ability to work with different makes of equipment should such equipment prove to be the optimal choice for the College.

The Qualified Provider shall outline any training proposed as part of the project, including the subject, duration, and location of training. Respondent shall also describe the relationship with the organization providing training, if not provided by the prime contractor.

Respondent shall describe any customer support programs provided in the project. The Qualified Provider shall detail the availability, duration, and services provided through the customer support program, if applicable. If the Qualified Provider proposes a maintenance program, information must be provided detailing services provided and terms of contract, if any. The Qualified Provider should also provide the justification for any proposed customer support or maintenance program.

H. PROJECT NON-PERFORMANCE

Provide a complete list of all entities through the life of the company, nationwide, that:

- i. Have canceled or non-appropriated a performance contract, guaranteed energy reduction contract, or turn-key MEP service agreement with the respondent (list reason);
- ii. Have past or pending lawsuits or litigation regarding a performance contract, guaranteed energy savings services, or turnkey MEP services with the respondent (list reasons)
- iii. Have past out of court settlements regarding a performance contract, guaranteed energy savings services, or turnkey MEP services with the respondent (list reasons)
- iv. In addition to litigation, provide a complete list of all projects nationwide where there was either a criminal indictment or a conviction relating to the conduct of a performance contract, guaranteed energy savings services, or turnkey MEP services. This includes officers and representatives of the company as well as public officials connected with the project.

If any of the above do not apply, provide an acknowledgement letter stating each that does not apply, signed by an officer of the respondent company (Please include title of company officer).

I. FINANCIAL INFORMATION

The Qualified Provider shall include the company's annual report, audited financial statements, or equivalent showing information for the past three (3) complete financial year periods. If a bound document (such as an annual report) is included, it must be placed in the response's Appendix section.

APPENDIX A

REQUEST FOR PROPOSAL AND QUALIFICATIONS
FOR
TECHNOLOGY EDUCATION CENTER (TEC)
GUARANTEED ENERGY CONSERVATION SERVICES PROGRAM

PROPOSAL FORMS

PROPOSAL CHECKLIST AND OUTLINE

- _____ Cover Letter
- _____ Proposal Table of Contents
- _____ Introduction
- _____ Executive Summary
 - _____ Statement of Responsibility
 - _____ Project Team
- _____ Project Staffing Plan
 - _____ Project Personnel Resumes
 - _____ Project Team Organizational Chart
- _____ Technical Report
 - _____ ECM Descriptions
- _____ Project Management Plan
- _____ Energy Audit and Design Detail
 - _____ Sample Multi-Phase Design Documents with Open-Book Pricing
 - _____ Letter Acknowledging Open-Book Pricing
- _____ Baseline and Energy Calculations
 - _____ Baseline and Energy Calculations
 - _____ Calculations Worksheet
 - _____ Sample Guarantee Contract
- _____ References
- _____ Equipment, Training, & Support
 - _____ Equipment
 - _____ Training
 - _____ Customer Support
- _____ Prior Project Non-Performance
- _____ Appendix

Statement of Responsibility – Form A

Statement of Responsibility

1. Prime Contractor (Qualified Provider or Contractor);

Name: _____

Address _____

(Please note possession of any license or registration pertinent to this project.)

QUALIFIED PROVIDER OBLIGATIONS

1. The final selected Qualified Provider shall provide comprehensive energy and construction services, including but not limited to:

a) The preparation of an investment grade audit, energy assessment report, measurement and verification plan and energy saving performance contract proposal.

b) The design, specification, procurement and installation of equipment and systems to be used in providing energy efficiency and water conservation services.

c) Startup and commissioning of the systems and equipment installed.

d) Warranty response to equipment and system failures not considered part of routine service and maintenance.

e) Operation and maintenance manuals for the systems and equipment installed.

f) Investigating and securing Focus on Energy and utility financial incentives and utility rate reductions available through government and/or utility sponsored programs.

2. Technical audit and analysis work must be prepared and analyzed by technical analysts meeting the following criteria:

a) Have extensive knowledge of energy-using systems found in institutional and commercial buildings;

b) Be experienced in conducting energy analyses identifying energy efficient retrofit projects in institutional or commercial buildings and in preparing comprehensive reports on the findings;

c) Be involved in on-site work to gather project data; have a working knowledge of the building(s) and its energy-using systems;

d) Direct or perform all aspects of the data collection, project selection, analysis, cost estimation; and provide final recommendations for the project

e) Be knowledgeable in measurement and verification techniques and protocols. It is the responsibility of the technical analyst to respond in a timely manner to any comments, questions or necessary revisions resulting from individual technical reviews.

Project Staffing Plan – Form B

RESPONDENT: _____

AREA OF RESPONSIBILITY	NAME	AFFILIATION
OVERALL PROJECT MANAGEMENT		
BUILDING AUDITING		
BASELINE ENERGY USE DEVELOPMENT		
ECM EVALUATION:		
LIGHTING		
HVAC		
EMS		
OTHER		
ECM SAVINGS VERIFICATION		
ENERGY USAGE MONITORING		
ENERGY EVALUATION		
FINANCING		
ANNUAL SAVINGS GUARANTEE		
SUBCONTRACTORS		

Sample Resume Format – Form C

a) Name of Project Team Member:	
b) Current Job Title:	
c) Role and Responsibilities:	
d) Number of Years with Qualified Provider's Firm:	
e) Primary Office Location:	
f) Employment History and Past Experience	
g) Educational Background:	
h) Project involvement-past 5 years Guaranteed Energy:	
i) Specific roles and Responsibilities for Past Projects and for this Project:	
j) Other Relevant Technical Experience:	
k) Total years of relevant energy-experience:	