

**REQUEST FOR PROPOSALS**  
For Energy Performance Contracting Services

For

**SCHOOL ADMINISTRATIVE UNIT 15**  
**Hooksett NH School District**  
**90 Farmer Rd.**  
**Hooksett, NH 03106**  
**(603) 622-3731 • Fax (603) 669-4352**

**Issued: July 17, 2024**  
**Responses Due July 31, 2024**

## TABLE OF CONTENTS

### Request for Proposals

#### ATTACHMENTS

<b>Attachment A:</b>	General Contract Terms and Conditions
<b>Attachment B:</b>	Proposed Project Schedule
<b>Attachment C:</b>	Contractor Response
<b>Attachment D:</b>	Evaluation Criteria
<b>Attachment E:</b>	Technical Facility Profile
<b>Attachment F:</b>	Potential Project Presentation Format

# REQUEST FOR QUALIFICATIONS/PROPOSALS

## Energy Performance Contracting Services for SAU 15

### I. INTRODUCTION

**SAU 15** (hereinafter referred to as **Owner**) seeks proposals from interested Energy Services Companies (**Contractor**) to conduct a technical energy audit of facilities and to implement an Energy Performance Contract. The intent is to identify and implement capital improvements that reduce energy and related costs in District facilities in a manner that allows annual cost savings to be applied to the annual payments for improvements.

### II. OVERVIEW

Owner seeks to maximize energy cost savings and related operational/maintenance costs in order to pay for facility upgrades and services.

Services and capital improvements will be financed through an energy performance contract which:

- Incurs no initial capital costs for Owner and/or allows for Owner to supplement the overall project with an initial capital investment if desired by Owner to expand Project Scope.
- Achieves significant long-term cost savings.
- Provides a guarantee for cost savings to Owner. Include Owner option to eliminate all or part of the guarantee after three years of guaranteed performance with financial adjustment to Owner for reduction of overall services.
- Maintains consistent and reasonable levels of occupant comfort.
- Maintains consistent levels of building functionality.
- Thoroughly investigate and incorporate into the overall project use of any potential grants, rebates and/or other forms of financial participation and assistance from organizations
- Facility Planning Review of all 3 Hooksett Schools including reviewing current and long-term space needs.
- The First phase will likely be Memorial

- The RFQ/P and contracting process considered herein has four distinct phases:
- RFQ/P Phase: Through this RFQ/P, a Contractor will be selected based on detailed written proposals, interviews with top candidates and a final reference check.
- Audit and Project Development Phase: A Technical Energy Audit and Project Development Contract will be developed with the selected Contractor to define the project scope, cost and financial terms.
- Construction/Implementation/Financing Phase: Upon Owner-approved satisfactory results of the Technical Energy Audit, an Energy Performance Contract will be developed to implement the negotiated and recommended projects.
- Commissioning/Guarantee/Monitoring Phase: Upon completion of construction, the Contractor will offer a variety of services to ensure savings are met, such as a savings guarantee, staff training, follow-up monitoring, and contract maintenance services.

### III. STATEMENT OF WORK

#### A. Contractor Services

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

##### Audit and Project Development Phase

- technical energy audit to evaluate costs and savings of a variety of energy-saving measures
- project development plan including financial analysis

##### Construction/Implementation/Financing Phase

- design services
- equipment procurement and purchasing
- construction management
- hazardous waste disposal or recycling
- financing capability or ability to help secure financing.

##### Commissioning/Guarantee/Monitoring Phase

- commissioning of new systems and/or retro-commissioning of existing systems
- continuing operations and maintenance of all improvements
- staff training on routine maintenance, operation of systems and troubleshooting skills.
- training of occupants
- performance and cost guarantee of savings
- monitoring and verification for measurement and reporting of the performance and savings from improvements
- analysis and application for applicable identified grants, rebates
- analysis and application for Energy Star Label
- monitoring and reporting of emissions reductions
- maintaining long-term, high-efficiency performance of buildings

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

- Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- Retrocommissioning: Retrocommissioning of existing mechanical and building automation control systems for energy savings
- Plants. Distribution systems, cogeneration systems, etc.
- Lighting systems. Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- Building envelope systems. Windows, Roofing, automatic blind control, insulation, weatherization, etc.
- Specialty Systems: Kitchen equipment, recycling, renewable energy systems, electric school buses with bidirectional charging, electric storage batteries, etc.
- Water and Sewage Systems: Automatic controls, low-flow faucet aerators, low-flow toilets.

#### **B. Buildings and Facilities**

Facilities identified for this work are listed in Attachment E: Technical Facility Profile. Owner reserves the right to reduce the scope of work or conduct work in phases. Additional buildings and facilities, as also listed, may be included in the future under the same contract.

### **IV. ADMINISTRATIVE INFORMATION**

#### **A. RFQ/P Phase**

**Review of Written Proposals:** Proposals must be prepared as described in **Attachment C: Contractor Response**. An evaluation team will review written proposals based on the evaluation criteria identified in **Attachment D: Evaluation Criteria**. Based on the results of the written proposal review, Contractors may be invited to participate in an Interview Process.

**Interviews:** Contractor favorably identified during the written proposal review stage, may be invited to an interview with the evaluation team. The interview provides the opportunity for the Contractor to address questions and to more fully describe how the approach to this project satisfies the evaluation criteria. Contractor representatives at the interview should include individuals who will be *key* points of contact and have *major* responsibility for contract negotiation, engineering and design, construction management and follow-up monitoring. Each interview may be tape-recorded. Interview scores will be ranked and the top-ranking Contractor will be considered for award.

**Final Selection:** Subsequent to the completion of the interview process, and if so elected by Owner to pursue the Audit and Project Development Phase, a selection of the successful Contractor will be made. Final reference checks will be conducted prior to making the final selection announcement.

**B. Audit and Project Development Phase**

**Technical Energy Audit and Project Development Contract:** A Technical Energy Audit and Project Development Contract will be negotiated. (see **Attachment A: General Contract Terms and Conditions**).

**C. Construction/Implementation/Financing Phase**

**Energy Performance Contract:** Following successful completion of the Technical Energy Audit and Project Development Phase, Owner will make determination if it is in the best interests of the Owner to pursue an Energy Performance Contract. If so, an Energy Performance Contract will be negotiated to implement the identified/selected project(s) and/or project components. (see Attachment A: General Contract Terms and Conditions). Any or all performance contract agreements may be denied.

**D. Additions, Deletions, Modifications and Amendments**

The Owner reserves the right to change the RFQ/P or issue amendments at any time. The Owner also reserve the right to cancel or reissue the RFQ/P, to reject any or all proposals, to waive any irregularities or informalities in the selection process, and to request clarification of information from any contractor or to request supplemental material deemed necessary to assist in the evaluation of any proposal. This RFQ/P does not obligate Owner to accept or contract for any expressed or implied services.

**V: CONTRACTOR REQUIREMENTS**

**A. Contractor Requirements**

The responding contractor must meet the following minimum requirements:

1. Has provided contracted work at a minimum of (5) schools in the state of New Hampshire over the last (5) years.
2. Has been in the business of performance contracting for (10)+ years.
3. Has executed contracts in excess of \$5 Million.
4. Has minimum bonding capacity of \$20 Million per project.

# ATTACHMENT A

## GENERAL CONTRACT TERMS AND CONDITIONS

(See form on following page)

### ATTACHMENT A: GENERAL CONTRACT TERMS AND CONDITIONS

Following are the special terms and conditions that will become an integral part of the subsequent contracts and are delineated here to emphasize their importance.

#### I. ENERGY AUDIT PHASE

**Payment for Audit:** If an energy performance contract is not developed after the audit has been approved and accepted by Owner, Owner agrees to pay the cost of the audit as stated in the submitted proposal or as negotiated in the subsequent Technical Energy Audit and Project Development Contract. Owner shall only pay for square-footage actually audited. Areas deemed by Contractor not to be audited will not be charged to Owner.

Owner shall have no payment obligations under this contract provided the Contractor and Owner execute an Energy Performance Contract. The fee for the Technical Energy Audit shall be incorporated into the Contractor's project costs in the Energy Performance Contract and paid through the Energy Performance Contract funding mechanisms.

**Project With Insufficient Savings:** Owner shall have no payment obligations under this Contract in the event that Contractor's final **Technical Energy Audit and Project Proposal Contract** does not contain a package of energy saving measures which, if implemented, will provide the Owner with cash savings sufficient to fund Owner's payments of all costs and fees associated with the Energy Performance Contract, including, but not limited to, 1) the fee associated with the Technical Energy Audit, 2) all monthly payments to finance the measures, 3) any annual fees for monitoring and maintenance incurred by the Contractor.

Should the Contractor determine at any time during the Technical Energy Audit that savings cannot be attained to meet these terms; the Technical Energy Audit will be terminated by written notice by the Contractor to Owner. In this event, the Contract shall be cancelled and Owner shall have no obligation to pay, in whole or in part, any amount.

## RFQ/P FOR ENERGY PERFORMANCE CONTRACTING Attachment A: General Contract Terms and Conditions

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

**Cost Estimates:** The technical audit must include estimates of savings for each measure, each year. Also, the cost estimate for each measure must include an estimate of all costs including design, engineering, installation, maintenance, repairs and debt services as well as other categories presented in the stated cost markups in the RFQ/P.

**Allowable Payment Sources:** Payment sources to support the capital investment payments are shown below. The following payment sources will be allowed:

- Annual energy cost savings
- Annual water and other utility cost savings.
- Material/commodity savings including avoided costs such as lamp and ballast replacements, scheduled replacement of parts, etc. (only for the years that these savings are applicable).
- Maintenance cost savings such as terminated service contracts on equipment.
- Grants, rebates, outside source financial assistance, etc. secured by Contractor in name of Owner
- Leases & Bonds

During negotiations, the Owner may – but is not obligated to - consider savings to include the following:

- Labor cost savings, in-house.
- Owner deferred maintenance cost.
- Offset of future Owner capital cost.

At option of Owner, an equity cash outlay can supplement savings.

Any cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved.

**Annual Savings Estimates:** The utility and operational and maintenance cost savings for all measures must be estimated for each year during the contract period.

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

**Annual Guaranteed Cost Savings:** An annual contractual guarantee will be provided for the first three years of the contract; however, the guarantee shall be made available as a continued option for each subsequent year of the contract term. The Owner can cancel the guarantee at any time after the required period. The guarantee must provide for the sum of identified cost savings to equal or exceed the total



## RFQ/P FOR ENERGY PERFORMANCE CONTRACTING Attachment A: General Contract Terms and Conditions

amount of the annual payment, where annual payment equals total contractual payments, plus monitoring & verification fees, plus all required services, each and every year while the guarantee is in effect.

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

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

### II. CONSTRUCTION/IMPLEMENTATION PHASE

**Use of Stated Cost Markups:** Cost markups provided in the proposal are the maximum markups to be used in the Energy Performance Contract, provided the size and scope of the project remain similar. Cost markups presented in the proposal can be negotiated downward.

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

**Equipment Compatibility or Standardization:** All equipment installed that is comparable to similar equipment at the facility(ies), shall offer compatibility with existing systems, and/or be of the same manufacturer for standardization of equipment agency-wide, unless otherwise accepted in writing by Owner. Open system solutions are preferred over proprietary solutions. Continuity shall be maintained for and with existing Building Automation Systems (BAS) features, plans and components and with existing service providers. The ongoing existing plan to move toward a centralized BAS serving all buildings within the District will be respected.

### III. COMMISSIONING/GUARANTEE/MONITORING PHASE

**Contract Term:** The required contract term is 20 years or less.

**Annual Appropriations:** The specific annual payment amount is subject to Voter approval of the annual budget and the related available appropriations.

**Annual Savings Exceed Annual Costs:** Actual savings for each year during the contract period shall exceed annual contract payments. Annual project costs include debt service, Contractor fees, maintenance services, monitoring services, and all other fees and services that form a part of the overall project

RFQ/P FOR ENERGY PERFORMANCE CONTRACTING  
Attachment A: General Contract Terms and Conditions

**Annual Guaranteed Cost Savings:** A written annual guarantee will be provided for the first three years of the contract, such that the sum of utility cost savings and operation and maintenance cost savings for each year will equal or exceed the calculated annual savings and the amount of the annual payment. A guarantee may be required for a longer period up to the end of the contract term; however, Owner reserves the option to eliminate the guarantee at any time subsequent to the initial 3-year period.

**Excess Savings:** Annual cost savings beyond the guaranteed minimum savings will be retained by Owner, and will not be allocated to shortfalls in other years.

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

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

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

**Monitoring and Verification Plan:** A monitoring and verification plan will be developed per guidelines in the energy performance contract. Note that this plan is to be rigorously reviewed by a mutually agreed upon third party. The cost for this review will be included in the overall plan and proposal.

## **ATTACHMENT B: PROPOSED PROJECT SCHEDULE**

The following schedule is the proposed anticipated schedule. It is subject to change throughout all phases of the overall project.

<b>ACTIVITY</b>	<b>DATE</b>
<b><u>RFQ/P Phase</u></b>	
<b>Issue RFQ/P</b>	<b>7-17-24</b>
<b>Deadline for Questions to Owner</b>	<b>7-24-24</b>
<b>Distribute Answers to Potential Contractors</b>	<b>7-26-24</b>
<b>Proposal Due</b>	<b>7-31-24</b>

- (1) Some construction activities that are not disruptive to the standard academic program will be allowed during the academic year. Closely coordinate with, and receive prior approval from, the District contacts for specific activities
- (2) Construction activities that would be considered disruptive to the standard academic program will not be allowed during the academic year and must await the summer break.

## **ATTACHMENT C: CONTRACTOR RESPONSE**

### **I. GENERAL INFORMATION AND REQUIREMENTS**

Refer to the body of the RFQ/P for an overview of the process.

The SAU 15 School Board reserves the right to accept or reject any or all items in the proposal; to accept or reject any or all proposals in their entirety; to waive any informalities therein; or for reasons of establishing uniformity or through acting in the best overall interests of the District, to award the contract to other than the low cost entity.

The School District also reserves the right to re-bid the audit at the end of each year, if for any reason the awarded firm is not performing satisfactorily in the eyes of the Board.

For further information, please contact:

Dean Farmer  
90 Farmer Rd,  
Hooksett, NH 03106  
[dfarmer@sau15.net](mailto:dfarmer@sau15.net)

#### **Due Date:**

Proposals must be ***received*** at the above address on or before **noon** on **7/31/2024**

#### **Submittal Base Requirements:**

Prepare responses in accordance with the requirements of Section II - Contractor Profile & Approach to Project (see below).

#### **Quantity of Proposals to be Submitted:**

Four (1) total - Clearly mark one proposal as "ORIGINAL".

#### **Submit Sample Technical Energy Audit** (as described below)

Quantity: one (1) copy - This sample should be representative of the type of facility and the type of audit that will be conducted for Owner. The sample audit must have been conducted by a member of the team proposed for this project. Clearly state which member(s) of your project team conducted the audit.

**Delivery**

**Mailing Address:**

SAU 15  
Attention Dean Farmer  
90 Farmer Rd,  
Hooksett, NH 03106

Address for overnight or hand-delivery:  
Same as above

Please include a completed copy of the below form in the front of each of the submitted proposals.

**REQUEST FOR PROPOSALS  
Energy Performance Contracting Services  
For SAU 15**

**Contact Cover Sheet**

EIN: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact for Clarifications: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## II. CONTRACTOR PROFILE & APPROACH TO PROJECT

- *An electronic copy of this RFQ/P section is available for easier preparation.*
- *Answer all questions or state "N/A" if not applicable.*
- *Please number and re-state each subheading or question, followed by your response. This improves clarity and makes it much easier to evaluate your proposal.*
- *Number all pages.*

### 1. QUALIFICATIONS AND CAPABILITY

#### a. **General Firm Information**

- (1) Type of Firm. (corporation, partnership, sole proprietorship, joint venture)
- (2) Year Firm Established. Number of years has your firm been in business under its present business name.
- (3) Other Firm Names. Indicate all other names by which your organization has been known and the length of time known by each name.
- (4) Parent Company. If applicable, state name, address, former name if applicable, tax identification number.
- (5) Participating Division or Branch Offices. State division or branch offices that will participate in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided (office name, and address).
- (6) Submittal. Submittal is for parent company, subsidiary, division, or branch office.

#### b. **Experience of Firm**

- (1) Years in Energy Business. State the number of years your firm has been involved in the energy-efficiency related business. State the number of years your firm has offered performance contracting services.
- (2) Number and Value of Contracts. Indicate the number of energy savings performance contracts actually implemented by your firm, each year for the past 5 years. Indicate the associated dollar value. (NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division.)
- (3) Full-Time Personnel. Indicate the number of full-time personnel employed by your firm.
- (4) New Hampshire School System Projects. Provide listing of similar projects performed for Public School Systems within the State of New Hampshire – past and ongoing. Provide brief scope details and Owner contact information.
- (5) Accreditations and Pre-Qualifications: Does your firm have any specific accreditations or pre-qualifications associated with Energy Performance Contracting that you wish to note

**c. Scope of Services**

- (1) Types of Services. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) available from your firm.
- (2) Expertise in Systems. Describe your ability to offer services to study, design and implement new and/or upgraded HVAC, building automation systems and controls, lighting, renewables, domestic hot water systems, onsite public water well systems, and kitchen and laundry facilities. Detail experience with other systems and/or services of interest such as, but not limited to, retrocommissioning, electric buses with bi-directional charging systems, electric storage batteries, transformers/capacitors, building plug load control, automated window blinds, vending machine energy miser systems, and other energy/resource related systems.
- (3) Provision of Financing. Describe general ability and approach to help with financing. Describe ability to ensure low rates. In past 5 years of contracts implemented indicate financing procured.
- (4) Provision of Insurance. Generally describe your capability to secure insurance policies.

**d. Financial Soundness**

- (1) Financial Statement. Attach your firm's most recent financial statement or annual report for each of the last three years.
- (2) Statement of Financial Conditions. Attach the most recent annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months. Provide the name, address, and the telephone number of firm(s) that prepared the Financial Statements.
- (3) Accounting Firm Information. If these financial documents were not produced in-house, indicate the name, address and phone number of the firm(s) that prepared these financial statements.

**e. Attachments for "Qualifications and Capability of Firm" Section**

Label Attachments and list here including Attachment Name, Description and Location in RFQ/P Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

**2. EXPERIENCE AND EXPERTISE**

**a. Project History**

Briefly describe all energy performance contracts or related projects that your firm has implemented within the last three (3) years. Identify project references that involve buildings similar in type, size or scope to the building(s) described in the technical appendices and in similar types of locations (rural or metropolitan).

If this response is from a branch office or division of a parent company, please provide project histories for those that have been managed directly by the specific branch or division.

RFQ/P FOR ENERGY PERFORMANCE CONTRACTING  
Attachment C: Contractor Response

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Projects that have been managed by individuals who will be specifically assigned to this project must be included and identified. Detail at least one project they have managed.

If you include projects/contracts managed by team members or subcontractors or by your employees while employed by other firms, **clearly indicate** the name of the company that was responsible for the project.

Include the following information on each project (*no preferred format*):

**Project Identification:** Name of project owner, type of project (hospital, k-12 school, university, office building, etc.), location (city, state).

**Project Dates:** Actual construction start and end dates vs proposed.

**Project Size:** Number of buildings, total square footage, total contract amount and the total project capital cost.

**List of Improvements:** Type of retrofits and operational improvements related to energy, water and other cost savings.

**Projected Annual Savings:** State the projected annual energy, water and O&M savings (Therms, kWh, kW, Gallons, etc.).

**Guaranteed Savings:** State the amount of the guarantee (see sample form below). Also describe how the guarantee functioned and if your firm was required to pay funds to meet the guarantee.

**Actual Annual Savings:** State the actual annual energy, water and O&M savings (Therms, kWh, kW, Gallons). Also describe if savings were measured or stipulated.

**Contract Terms:** Type of contract (shared-savings, lease purchase, guaranteed savings), contract term, and financing arrangement.

**Source of Funds:** Source of funds used for the project. If applicable, describe your firm's role in securing funds.

**Technical Design Personnel:** Include name(s) of primary technical design personnel.

**Project Schedule:** Indicate if the project was completed on schedule. If not, please explain.

**Comments:** Comment on any special features, services, conditions, etc.

**References:** Names and contact information of owner(s)' representatives who can serve as references.

**b. Personnel Information.**

(1) Qualifications and Experience. Describe the number and quality of staff you currently have to conduct technical analysis, engineering design, construction management, construction, training and post-contract monitoring. If needed, refer to resumes in the "Site Specific Project Information" section below.

(2) Areas of Expertise. List all areas of expertise related to potential energy and water improvements in facilities. Also describe the professional and skilled trades that your firm customarily performs with employees.

(3) Technical Qualifications. Point out your firm's technical qualifications.

(4) Subcontractors. Describe the nature of work generally conducted by subcontractors and list any subcontractors currently included as a part of your team.



**c. Attachments for “Experience and Expertise” Section**

Label Attachments and list here including: Attachment Name, Description and Location in RFQ/P Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

**3. Technical Approach**

**a. Audit**

- (1) Technical Site Analysis. Describe your general approach to auditing a facility. What is involved? How is Owner involved? Methodical approach? Level of expertise involved? Information and resources needed from Owner?
- (2) Sample Technical Energy Audit. Submit a sample technical energy audit conducted by your firm for a similar project (as directed in Section I - Proposal Submittal Information). This audit must include detailed energy and economic calculations.

**b. Design/Construction**

- (1) Engineering Design. Describe your firm’s approach to the technical design of this project.
- (2) Standards of Comfort. Describe standards of comfort and functionality that are generally used for light levels, space temperatures, ventilation rates, etc. in the intended facilities.

**c. Engineering Analysis**

- (1) Baseline Calculation Methodology. Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
- (2) Adjustment to Baseline Methodology. Describe the method(s) used to adjust the energy, water and O&M baseline due to such factors as weather and facility use changes. Describe factors that would necessitate adjustment. Refer to **Attachment E: Technical Facility Profile** and address issues regarding buildings projected to have substantial changes in use if any are delineated as such.
- (3) Savings Calculations. List all procedures, formulas and methodologies including special metering or equipment, which your firm will use to calculate energy, water and O&M savings. Include assumptions made in the calculations.
- (4) Dollar Savings Calculations. Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or material savings.
- (5) Cost Savings Guarantee Calculations. Describe your firm’s procedures and schedule for measuring financial performance of projects. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings can be documented.
- (6) Billing and Invoices. Describe your standard billing procedures and attach a sample invoice.

**d. Attachments for “Technical Approach” Section**

Label Attachments and list here including Attachment Name, Description and Location in RFQ/P Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

**4. PERFORMANCE CONTRACTING APPROACH**

**a. Approach**

- (1) Differentiation of Your Firm. Describe particular characteristics of how your firm approaches performance contracting.
- (2) Management. Briefly describe your firm's approach to management.

**b. Other Services**

- (1) Training Provisions. Describe your firm's capabilities in providing technical training for facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.
- (2) Performance Guarantee. Describe your firm's approach to the performance guarantee. Is it required? When is it recommended for the guarantee to be dropped? Does the guarantee cover the annual monitoring & verification and maintenance contract costs?
- (3) Monitoring and Verification. Describe the methodology proposed for ongoing monitoring and savings verification of each recommended project's performance, including the frequency of such efforts. Note if an industry standard such as the *International Monitoring and Verification Protocol* is used and describe the preferred method.
- (4) Maintenance Contract. Describe the types of services that can be included in a maintenance contract, and if one is recommended for this project. Comment on whether Owner's maintenance staff can perform some of these duties if desired, and describe any impact on the guarantee. These duties could include, but are not limited to, programming and maintaining the control system, installing lighting retrofits, maintaining HVAC equipment, etc.
- (5) Describe your firm's flexibility in terminating the guarantee. Describe the required length of the maintenance contract and the relationship with the guarantee in the event that Owner chooses to terminate the maintenance contract prior to the end of the performance contract.
- (6) Project Financing. Describe your firm's preferred approach to providing or arranging financing for the proposed project. Describe the mechanics of the financing arrangement, including equipment ownership, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with the financing this project. Please comment on how you would work with the Owner to utilize tax-exempt financing if appropriate, or other methods to keep financing costs to a minimum. Comment on your firm's understanding of and approach to dealing with the annual budget approval process for public school systems and the potential impact on the ability for adequate budget appropriations.
- (7) Grants, Rebates and Alternate Funding Sources. Describe your approach and ability to secure in the name of the Owner applicable energy grants, rebates or alternate funding to enhance project scope.
- (8) Energy Star Label. Describe your willingness and experience/capability to provide services and prepare an application to achieve the Energy Star Label on retrofitted buildings.
- (9) Emissions Reductions Reporting. Describe your willingness and experience/capability to calculate and report emissions reductions.

**c. Construction Issues**

RFQ/P FOR ENERGY PERFORMANCE CONTRACTING  
Attachment C: Contractor Response

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- (1) Environmental Liability. State your firm's position with respect to the acceptance of liability for any hazardous materials encountered during the course of the project. If the firm is willing to accept any level of environmental liability, state the level and provide a cost analysis.
- (2) Equipment Ownership and Service Responsibility. Describe the status of equipment ownership and service responsibility at contract expiration.
- (3) Warranties. State the nature and term of typical warranties.

**d. Attachments for "Performance Contracting Approach" Section**

Label Attachments and list here including Attachment Name, Description and Location in RFQ/P Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

**5. SITE-SPECIFIC APPROACH**

**a. Project Scope**

- (1) Types of Services. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) offered for this project.
- (2) Potential Projects. Based on your preliminary assessment of the information provided, describe any equipment modifications, installations or replacements at the facility that your firm would consider installing as a part of this project. For consistency purposes, please use the format shown in **Attachment F – Potential Project Presentation Format** to present the details.
  - i) Address energy, water and operation and maintenance opportunities.
  - ii) Also describe any special features, renewable technologies, or advanced technologies that might be applicable.
  - iii) Describe any special features or services associated with your proposed improvements that would add value to Owner.
  - iv) Describe your approach to achieve compatibility (such as open systems) and/or standardization of equipment (for both new and existing systems) in the facilities to be addressed.
- (3) Grants/Rebates. Describe the specific grants, rebates, or alternate funding sources that you will pursue for your proposed project.
- (4) Benefits. Describe the specific benefits your firm can offer.

**b. Relevant Experience to Apply to This Site**

- (1) Areas of Expertise. List all areas of expertise related to potential energy and water improvements in facilities. Include specialized areas of expertise in areas that might be relevant to the project (renewable energy system application or rehabilitation, electrical storage batteries, daylight design, etc.) Also describe the professional and skilled trades that your firm customarily performs with its employees.
- (2) Experience in Similar Projects. Identify projects your firm has completed that are similar in size, scope, facility type, and retrofit opportunity and present as follows:

**c. Project Management**

- (1) Management Approach. Briefly describe your firm's approach to managing this project.
- (2) Qualifications and Experience of Staff Assigned to this Project. Identify the individual who will have primary responsibility for each task and phase of the project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five (5) years including type of project and project cost and resume. Tasks and phases to address include technical analysis, engineering design, construction management, construction, training and post-contract monitoring. Indicate the percent of time each person is available to work on this project.
- (3) Subcontractors. Describe the nature of work that will likely be conducted by subcontractors. Describe your willingness to use local subcontractors or subcontractors specified by Owner.

**d. Technical and Construction Issues**

- (1) 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. Describe your flexibility and/or any limitations regarding possible Owner activities such as, but not limited to, management of additional energy and water projects, monitoring of installation and performance of Contractor projects, integration of other identified capital needs with Contractor projects which may or may not contain energy and water saving opportunities.
- (2) Project Schedule: Propose a preliminary project schedule.
- (3) Operations and Maintenance: Describe any major changes in operations or maintenance of the facilities that your firm foresees based on the information provided, including any recommended increases in staffing levels. Briefly describe the maintenance responsibilities of your firm and Owner. Describe how your firm would provide appropriate training in operations and maintenance of installed improvements.
- (4) Standards of Comfort: Describe standards of comfort and functionality that you would propose for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Also describe how those standards will be maintained throughout the contract term.

**e. Attachments for "Site Specific Approach" Section**

Label Attachments and list here including Attachment Name, Description and Location in RFQ/P Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

**6. Cost and Pricing**

**a. Cost of Audit:**

- (1) Describe your approach to auditing a facility.
- (2) State the total fixed cost of the technical energy audit and acknowledge that this cost will be rolled into the overall project costs should a performance contract be successfully negotiated.

RFQ/P FOR ENERGY PERFORMANCE CONTRACTING  
Attachment C: Contractor Response

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(3) State the cost per square foot of the audit.

This cost will be evaluated on the basis of reasonableness, so an unrealistically high or low cost will be devalued in the evaluation process.

The audit cost listed will be the reimbursable cost if no performance contract is negotiated after completion of the Technical Energy Audit.

**b. Markup Costs and Fees:** Markups represent a percentage added to the base cost for the project. Markup costs are disclosed to provide a typical project costing approach for a project of similar scope and size. This disclosure will provide the open book pricing structure to be used by the Contractor for this project. The markups will be used in the Technical Energy Audit Contract and Energy Performance Contract. A substantial change in the scope and size of the project may necessitate renegotiation of the markups.

Provide your company’s proposed maximum allowable markups in the schedule below for each category listed on the schedule. Note that the use of margins in lieu of markups is not acceptable. This format is required and must be completed in its entirety. Use only the categories provided. Ranges for markups are not acceptable.

Clearly indicate (mark by page) if elements of this section are requested to be treated as proprietary (the Owner’s responsible Purchasing Official will make the final decision if this is to be treated as proprietary).

<b>MARK-UPS</b>		
<b><i>CATEGORY OF MARK-UP</i></b>	<b><i>MARK-UP APPLICATION</i></b>	<b><i>% MARK-UP</i></b>
Overhead		
Profit		
Labor – Internal		
Equipment Purchased		
Materials Purchased		
Subcontract Labor		
Subcontract Material		

Clearly describe how self-performed work will be charged (billed hourly, billed as a markup of equipment and labor costs, etc.). If self-performed work will be billed hourly, include markups proposed to be applied to the hourly rate.

***Include two hypothetical examples to show how each of the markups are applied:***

***i) a standard lighting upgrade & ii) typical boiler replacement.***

(1) If contingency is a category, describe how excess contingency dollars will be used.

RFQ/P FOR ENERGY PERFORMANCE CONTRACTING  
Attachment C: Contractor Response

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c. **Fees:** Provide your company’s proposed maximum allowable fees in the schedule below for each category listed on the schedule. This format is required and must be completed in its entirety. Use only the categories provided. Ranges for fees are not acceptable. If a proposal is from a joint venture partnership, provide proposed maximum allowable fees in the schedule format below for each participating company.

<b>FEES</b>		
<b>CATEGORY OF FEE</b>	<b>HOW DETERMINED AND USED</b>	<b>YEARS APPLIED (One-time, Annual, etc.)</b>
Technical Energy Audit and Project Development	\$ _____ per Square Foot	One time
Solicit & Evaluate Project Financing Proposals		
Design	(Example) ___ % of _____	
Contingency		
Permits		
Performance Bond		
Project Management		
Commissioning		
Training		
Monitoring and Verification		
Warranty Service		
Maintenance on Installed Measures		

Provide the proposed maximum fee for Technical Energy Audit and Project Proposal on a cost per square foot basis. The company agrees that the proposed maximum fees shall incorporate its responsibility to adhere to and complete the full scope of work as presented in the Standard Technical Energy Audit and Project Proposal Contract.

For each fee category listed on the schedule describe how that fee is determined, how the fee is charged to the project and when it is applied. For example, fees might be based on a percentage of project cost. Markups on fees are not allowable.

d. **Other Costs:** Describe other costs such as, but not limited to, maintenance and monitoring agreements and describe how they may be applied. Also point out if these are annual costs and if they are required each year of the contract.

**e. Best Value:**

(1) Describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, local relationships and experience, experience in similar types of facilities, knowledge of particular retrofits, etc.

(2) Describe any utility rebates or other incentives that you can potentially provide and/or facilitate.

**f. Open Book Pricing:** Describe your firm's approach and experience in providing open-book pricing. Note that open book pricing is required, including open book pricing of itemized costs from subcontractors and vendors.

**g. Attachments for "Cost" Section:** Label Attachments and list here including Attachment Name, Description and Location in RFQ/P Response. Insert attachments here at the end of this section, or include elsewhere in a clearly marked location for easy reference.

**h. Contingency:** Describe your company's typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects and how it proposes to apply contingency to cover changes in work scope and subcontractor change orders.

State how the contingency will be applied to cover changes in work scope and subcontractor change orders. State the typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects.

## **ATTACHMENT D: EVALUATION CRITERIA**

### **WRITTEN PROPOSALS**

The School District may assign individuals to serve on an evaluation team for the purposes of evaluating the written proposals, and for making recommendations as to which prospective Contractors should be presented for the interview stage of the selection process. The Evaluation Team will identify weights for each section, with the “cost and pricing” section equaling a minimum of 30% of the total score.

The Evaluation Team will identify necessary evaluation criteria to be applied consistently across all written proposals received.

The Owner recognizes it is premature to place a major emphasis on projected specific financial benefits prior to the completion of the Technical Energy Audit, because the Audit will define the potential scope and cost benefit. Therefore, the major emphasis will be placed on the qualifications of the Contractor’s team and the presented details of the site-specific recommendations, with less emphasis placed on the specific projected cost information presented. Costing information will not form the sole basis of the recommendation.

### **INTERVIEWS**

The school district may decide to conduct oral interviews as part of the evaluation criteria.

### **SELECTION**

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

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

The Evaluation Team will ultimately make a recommendation to the Board for acceptance of the Contractor selection.



## **ATTACHMENT E: TECHNICAL FACILITY PROFILE**

The information in this technical facility profile is provided to inform the CONTRACTOR about the condition of the facilities. The information was prepared with diligence. The CONTRACTOR is responsible for verifying the accuracy, as necessary.

### **List of District Buildings Currently Included for Consideration**

1. Fred C. Underhill School
2. David R. Cawley Middle School
3. Hooksett Memorial School
4. School District Office

SAU 15 may use the selected vendor for any other facilities managed by SAU 15.

## **ATTACHMENT F: Potential Project Presentation Format**

### **OVERVIEW:**

For consistency purposes, please present information on specific potential projects in the following format:

**Project Name** - Provide identifying name for project - i.e. Solar Panels, Fuel Source Switch, etc.

**General Description** - Provide general descriptive narrative of the potential project

**Proposed System** - Provide specifics on the potential project, components, sizes, configurations, etc. Provide comparisons to existing systems to be replaced where applicable.

**Resource Savings** - Provide narrative, calculations and formulas, unit costs, assumptions providing estimates of resource savings and anticipated associated dollar value.

**Additional Details** – Provide any other supporting or additional details including graphs, charts, photos, etc.