



Solicitation #: RFP 2201

Oral Interview/Voting Location:
 3231 Old Furnace Road – Chesnee, SC
 29323
 30/31 August, 2021 @ 9:00AM

Request for Proposal

Description: Spartanburg District 2 Energy Savings Performance Contract
Issue Date: July 1st, 2021

Qualifications Due 1:00PM August 9th, 2021

Submit questions to: Matt Pettit– Matthew.Pettit@spart2.org
QUESTIONS MUST BE RECEIVED BY: August 2nd, 2021 12:00PM

Mail/Hand Carry Qualifications To - Spartanburg School District Two
 (No Electronic/Facsimile Submissions) Attn: Matt Pettit
 3231 Old Furnace Road
 Chesnee, SC 29323

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original, Six (6) Copy

Solicitation Number and Opening Date must be shown on sealed envelope

The award, this solicitation, any amendments, and any related notices will be posted on our website -
<http://www.spart2.org/departments/finance/procurement/>

Must Be Signed to be Valid

Authorized Signature		Printed Name/Title		Date	
Company Name				State Vendor No. (If Known)	
Mailing Address				Social Security or Federal Tax No.	
City		State		Zip	
Phone Number		Fax Number		Email Address	
Buyer Signature and Date (District Use Only)				Purchase Order Number (District Use Only)	

SC Certified Minority Vendor? Yes or No (circle one)

ACKNOWLEDGEMENT OF AMENDMENTS: Acknowledge receipt of amendments by initialing below.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

SPARTANBURG SCHOOL DISTRICT TWO SOLICITATION NO. 2201

Energy Savings Performance Contract

I. DESCRIPTION

Spartanburg District Two, hereafter referred to as “District”, will undertake energy, water, and wastewater conservation measures at the following locations (to be expanded should the District so desire):

<i>Facility</i>	<i>Address</i>
Boiling Spring Elementary School	700 Double Bridge Road, Boiling Springs, SC 29316
Boiling Springs Intermediate School	2055 Hanging Rock Road, Boiling Springs, SC 29316
Boiling Springs Middle School	4801 Highway 9, Inman, SC 29349
Boiling Springs High School	2251 Old Furnace Road, Boiling Springs, SC 29316
Swofford Career Center	5620 Highway 11, Inman, SC 29349
Carlisle-Foster’s Grove Elementary	625 Foster’s Grove Road, Chesnee, SC 29323
Chesnee Elementary School	985 Fairfield Road, Chesnee, SC 29323
Chesnee Middle School	805 South Alabama Avenue, Chesnee, SC 29323
Chesnee High School	795 South Alabama Avenue, Chesnee, SC 29323
Cooley Springs-Fingerville Elementary School	140 Cooley Springs Road, Chesnee, SC 29323
Hendrix Elementary School	1084 Springfield Road, Boiling Springs, SC 29316
Mayo Elementary School	P.O. Box 130, 1300 Springdale Road, Mayo, SC 29368
Oakland Elementary School	151 Mud Creek Road, Inman, SC 29349
Rainbow Lake Middle School	1951 Riveroak Road, Chesnee, SC 29323
Shoally Creek Elementary School	3777 Parris Bridge Road, Boiling Springs, SC 29316
District 2 Administrative Office	3231 Old Furnace Road, Chesnee, SC 29323
District 2 Maintenance Building	343 Blalock Road, Boiling Springs, SC 29316
District 2 Transportation Center	1200 Fosters Grove Road, Chesnee, SC 29323

District 2 will procure services to accomplish the conservation measures through a guaranteed energy, water, and Wastewater savings contract (Contract).

Under the Contract, the selected offeror may be asked to provide all or some of the following:

1. Comprehensive energy, water, and wastewater conservation services for all of the above listed facilities, including the: (a) design, selection and installation of energy, water and wastewater efficient equipment and systems; (b) maintenance and servicing of the installed energy, water and wastewater efficiency measures (Conservation Measures); (c) modification of existing equipment, systems, and/or buildings; (d) revised operations or maintenance procedures to reduce energy costs and the associated operating costs to accomplish the same; (e) possible securing of financing for the transaction; and, (f) energy, water, and wastewater management training of selected District 2 employees.

2. Structure the terms of District 2’s payment obligations for equipment and services on a Performance Contracting basis. Under a performance contract: (a) the successful offeror will guarantee that equipment and services will achieve a predicted level of energy, water, wastewater, and operational savings; (b) District 2 will realize equipment and services without the requirement of major capital funding; (c) District 2 will be able to meet its payment obligations through guaranteed utility and operational savings and, (d) 100% of the savings referenced in 2(c) above will be the sole property of District 2.

II. ORGANIZATIONAL STRUCTURE

District 2 will be the final approval authority for all actions of the Selection Committee. District 2 can accept or reject the Selection Committee’s recommendations, but cannot change the offeror selected.

A. Duties of the Selection Committee:

Members of the selection committee will perform the following activities:

- Adopt qualification criteria to be used to make initial selection by Pre-Qualifying offerors
- Solicit offerors by releasing Request for Proposals
- Review submitted Proposals
- Evaluate responses and attend interviews with all shortlisted offerors
- Make a determination as to which offeror is best qualified to be awarded the project
- The District 2 Project Manager will be responsible for scheduling all of the meetings and distributing all materials and information
- All communication with the offerors will be through the District 2 Project Manager only.

B. Selection Committee Members:

Name	Voting/Non-Voting	Representative of (District 2 / Employer)	Role/Position/Title
Mr. Matt Pettit	Non-Voting	District 2	Procurement Officer
Ms. Brandi Gist	Voting	District 2	Chief Financial Officer
Mr. Paul Hollifield	Voting	District 2	Director of Maintenance
Ms. Angie Ramsey	Voting	District 2	Principal, Chesnee High School
Mr. Steve Roddy	Voting	District 2	Maintenance Supervisor
Ms. Tabitha Taneyhill	Voting	District 2	Director, Student Services and School Safety

All committee members will be required to sign a Conflict of Interest & Confidentiality of Information Certification statement.

III. DESCRIPTION OF SOLICITATION PROCESS, METHODOLOGIES AND TECHNIQUES

A. Process

It is anticipated that the process for the procurement of these energy services will proceed in four stages:

1. **ADVERTISE:** the Request for Proposals (RFP) in accordance with District procurement process
 - a. State the submission requirements
 - b. State the contract requirements
 - c. List the evaluation criteria
2. **REVIEW:** the RFP submittals through the designated Selection Committee and evaluate the written responses to this RFP in accordance with the evaluation criteria identified in Part IV. District 2 will either select the most qualified ESCO or request oral interviews from a shortlist of candidates.
3. **ORAL INTERVIEW:** If so desired following the review of the RFP packages, a shortlist of qualified firms may participate in an oral interview to more fully discuss how their qualifications to this project satisfy the pre-determined evaluation criteria set. ESCOs will be required to answer questions posed by the Project Evaluation Team. It will be the sole responsibility of the Project Evaluation Team to make the final selection of a Project Contractor based upon the evaluation of written responses to the RFP, client reference checking, and the oral responses received during the interview process.
4. **SELECTION OF ESCO TO ENTER INTO INVESTMENT GRADE AUDIT AGREEMENT:** The selection committee will select the ESCO deemed to be most qualified to perform the requested services. District 2 and selected ESCO shall

enter into an Investment Grade Audit Agreement. The ESCO's proposed contract terms must include the performance and presentation of results from a detailed investment grade technical energy audit and report of acceptable quality to the District 2. If District 2 decides not to enter into a contract after the audit report has been accepted, District 2 agrees to pay the cost of the audit as stated in the contract, provided that all contract terms and conditions of the audit have been met by the ESCO. District 2 intends to negotiate a final Energy Services Agreement (ESA) for these services, which includes a minimum savings guarantee. If an acceptable contract cannot be reached within 90 days from the date of ESCO selection, negotiations with the second-ranked ESCO may be initiated.

B. Site visits

District 2 will arrange walk-through inspection tours of the facilities included in this RFP upon request, prior to the submission of proposals. Site representatives will be available to answer questions about the operation of the buildings. To make site visit arrangements, please contact:

Name	Mr. Paul Hollifield
Title	Director of Maintenance
Street	323 Blalock Road
City, State Zip code	Boiling Springs, SC 29316
Phone	864-764-5720
Email	paul.hollifield@spart2.org

C. Restriction of Contact

From the issue date of this RFP until District 2 selects a respondent for award, the contact person listed below is the sole point of contact concerning this RFP. Any violation of this condition may be cause to reject the offending ESCO's submission. If it is discovered that ESCO has engaged in any violations of this condition, the offending ESCO's response may be rejected or contract award rescinded. ESCOs must agree not to distribute any part of their submissions. An ESCO that shares information contained in its submission with other Customer personnel and/or competing ESCO personnel may be disqualified. Direct all inquiries concerning this RFP to:

Name	Mr. Matt Pettit
Title	Procurement Officer
Street	3231 Old Furnace Road
City, State Zip code	Chesnee, SC 29323
Phone	864-515-5135
Email	matthew.pettit@spart2.org

D. Proposed Project Schedule

The following is the approximate schedule of significant milestone events, and may change during the project:

Activity	Dates
Advertise/Issue RFP	1 July 2021
Site Visit	Upon Request
Written Qualifications Due	9 August 2021
Oral Interviews/Presentations	30 August 2021
ESCO Selection	31 August 2021
Investment Grade Audit Executed	TBD
Negotiations and Execution of Energy Services Agreement	TBD
OSF Review and Approval of Technical Energy Audit & Report & Contract	TBD

IV. EVALUATION CRITERIA FOR THE RFP

The criteria listed below will be used in the evaluation of written submissions, interviews with previous ESCO clients, and the responses of ESCOs during oral interviews, as appropriate. These criteria will be applied and interpreted solely at the discretion of District 2. Written responses should include all necessary information that is pertinent to these evaluation criteria. Failure to provide any of the requested information will result in a “0” score for that respective category. Additional information required for the proper assessment of written submissions may be requested from the ESCO at the discretion of District 2. The criteria are not ranked in order of importance.

ESCO Scoring Sheet	
	Rating 1-10 (worst-best)

Business, Organization & Qualifications

1	Company history and number of years in business	
2	Business unit dedicated to verifying & providing transparent guaranteed energy savings	
3	Business unit dedicated to ensuring project performance	
4	Proof of National Association of Energy Services Company (NAESCO) Accreditation	
5	Personnel demonstrate strong experience, professional qualifications and tenure	
6	Clear assignment of responsibility for various project tasks to specific individuals	
7	Financial soundness and stability of ESCO (ability to support the guarantee)	
8	Quality of audited financials, proof of insurance and proof and extent of bonding capabilities	
9	Capability to develop projects which qualify for attractive financing terms	

Track Record & References

10	References from prior and current customers. D2 is most interested in K-12 Public School customers.	
11	References: If non-energy savings were used, they are clearly explained and verifiable	
12	Experience with energy conservation projects in the Southeast that are similar to that of Spartanburg District 2. Again, D2 is most interested in K-12 Public school projects.	
13	Experience taking responsibility for the full range of roles contemplated for this project (e.g. identification and analysis of ECM’s, design, installation, operation, training, financing, savings verification, etc.)	

Project Management

14	Partnership and project alignment with organizational goals / MWBE	
15	Ability to deliver a comprehensive scope of services	
16	Quality of proposed training for facility/staff	
17	Approach to ongoing maintenance is flexible and reasonable	
18	History of product neutrality and experience with different equipment manufacturers	
19	Quality of value-added services	
20	Quality of Investment Grade Audit (IGA) approach and <i>sample IGA report</i>	
21	Quality of construction management and problem-solving capabilities	
22	Quality of approach to project commissioning and <i>sample commissioning plan</i>	
23	Method of measurement and verification used to demonstrate energy use reduction and cost savings as guaranteed – M&V methods must be approved by the International Performance Measurement and Verification Protocol (IPMVP)	

Technical Approach

24	Transparency of guarantee language and inclusion in <i>Energy Services Agreement</i>	
25	Quality of post-installation support and measurement and verification services	
26	<i>Sample Savings Report</i> is transparent, straight-forward and supports mutual accountability	
27	Quality of baseline calculations and methodology for handling changes to the baseline	
28	Quality of <i>Sample Measurement & Verification Plan</i>	
29	Reasonable approach to calculating stipulated savings and construction period savings	

ESCO TOTAL:

The establishment, application, and interpretation of the above criteria shall be solely within the discretion of District 2. District 2 reserves the right to reject any and all submissions.

REQUEST FOR PROPOSALS FOR GUARANTEED ENERGY, WATER, AND WASTEWATER CONSERVATION SERVICES

CUSTOMER: Spartanburg County School District 2
PROJECT NAME: Energy Savings Performance Contract
PROJECT LOCATION: Boiling Springs/Chesnee, SC
PROCUREMENT OFFICER: **Mr. Matt Pettit**
ADDRESS: 3231 Old Furnace Road
City: Chesnee
State: SC
ZIP: 29323
EMAIL: matthew.pettit@spart2.org
TELEPHONE: 864-515-5135

PART I - GENERAL INFORMATION/INSTRUCTIONS

A. INTRODUCTION

Spartanburg County School District 2 (hereinafter referred to as “District 2”) requests proposals from qualified firms for the provisioning of an Energy, Water or Wastewater Savings Performance Contract. Pursuant to SC Code: 48-52-670, District 2 is seeking qualifications from interested Energy Services Companies (ESCOs) capable of providing a comprehensive solution that will reduce energy and operational costs across all District Facilities.

The ESCO must be a firm that is licensed in the State of South Carolina, is an approved contractor by the State of South Carolina, holds a National Association of Energy Services Companies (NAESCO) certification and has demonstrated experience in the implementation of Energy Performance contracts.

Interested Offerors must provide all information requested in the Request for Proposals (RFP) in Part III of this document. District 2 has appointed a selection committee that will evaluate the qualifications of each Offeror from most qualified to least qualified based on the information provided in response to this RFP. The selection committee will evaluate and rank each response in accordance with criteria set forth in the RFP and make a recommendation to District 2 that the top ranked Offeror be offered the opportunity to enter into negotiations for an Investment Grade Audit phase of a guaranteed energy, water, and wastewater savings performance contract.

POSTING OF INTENT TO AWARD

Notice of Intent to Award will be posted at the following location: Spartanburg County School District Two, 3231 Old Furnace Road, Chesnee, SC 29323
Room or Area of Posting: Website and Finance Office.
Building Where Posted: Administrative Building
Address of Building: Main Office, Office of Finance
WEB site address (if applicable): www.spart2.org/departments/finance/procurement/

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

B. SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ)

Offerors submitting a response to the RFP shall submit the response with the following information placed on the outside of the envelope:

Title: Spartanburg District Two Energy Savings Performance Contract RFP# 2201

Deadline: 9 August 2021 at 1:00 pm

Delivery: Offerors shall Mail or Deliver responses to:

HAND-DELIVERY: Administrative Offices, 3231 Old Furnace Road, Chesnee, SC 29323

***MAIL SERVICE:** Administrative Offices, 3231 Old Furnace Road, Chesnee, SC 29323

Attn: Mr. Matt Pettit

*Please be advised, mail delays are not the responsibility of District 2. Anything other than hand-delivery is at the risk of the offeror.

C. INFORMATION/INSTRUCTIONS

1. By submission of a Statement of Qualifications to this RFP, the Offeror is applying for consideration to receive a selection to enter into an Investment Grade Audit (IGA) agreement.
2. In accordance with S.C. Code Ann. § 11-35-1530(4), Offerors will be ranked according to selection criteria contained herein and on the basis of the information provided in their SOQs.
3. **SUBMITTING CONFIDENTIAL INFORMATION:** The information submitted to District 2 in response to this RFP will become the property of District 2 without restriction or limitation on its use. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in S.C. Code Ann. § 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in S.C. Code Ann. 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by S.C. Code Ann. 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by S.C. Code Ann. 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire SOQ or Proposal and supporting documentation as confidential, trade secret, or protected! If your SOQ and/or Proposal, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
4. Offerors shall include all information requested in Part III of this RFP including Attachments A and B. Offerors must submit ONLY that information that is specifically requested in Part III. The maximum number of pages for a Statement of Qualifications is 200, excluding appendices with charts, graphs, tables, financial statements, resumes and corporate annual reports. 11 x 17 sheets count as two pages. Text shall have a font size of no less than 10. Lines of text shall be double spaced. Text shall only be printed on one side of each sheet of paper. The Statement of Qualifications shall contain a Table of Contents and all pages shall be numbered.
5. Offerors Statements of Qualifications shall follow the format provided in Part III - *Submittal of Information in Response to RFP*, except that the Executive Summary shall be the first item of Requested Information. Offerors must supply the required information listed and explain their responses with enough detail to allow a thorough evaluation.
6. Any questions must be transmitted in writing, via fax, UPS, USPS, FedEx, or via e-mail (preferred), to

the Procurement Officer listed at the beginning of this RFP no later than 04/12/2021 at 10:00 am. The Procurement Officer will answer questions in writing with a copy to all Offerors requesting a copy of this RFP and providing the Procurement Officer with contact information. Questions and Answers will also be added to the advertisement.

7. Offeror shall submit one original and 6 copies of its SOQ to District 2.

PART II – DESCRIPTION OF SERVICES TO BE SOLICITED

A. INTRODUCTION

District 2 seeks to procure a broad range of services and capital improvements to accomplish conservation measures through a guaranteed energy, water and wastewater savings contract across District 2's facilities and infrastructure. These services and capital improvements will be provided and financed through a performance-based contract with a guarantee of savings under which District 2: a.) incurs little to no initial capital costs; b.) achieves significant long-term savings; c.) achieves a guarantee for energy savings and operations and maintenance (O&M) savings which can include material, labor and avoided future equipment replacements; d.) obtains consistent levels of occupant comfort and building functionality.

Essential services and improvements sought are those that will reduce energy consumption in the District 2's facilities, upgrade capital energy-related equipment, improve building operations and maintenance, save costs through fuel switching or improved demand management, and aid in meeting environmental management responsibilities.

No contract shall exceed 20 years in duration and is subject to annual appropriations. The energy savings achieved by the installed energy efficiency measures (EEMs) need to be sufficient to cover all project costs including annual maintenance and monitoring fees for the duration of the contract term. At a minimum, the energy savings guarantee should be structured to correspond to the annual financing costs associated with the project. The contract is subject to approval and review by the SC Office of School Facilities.

B. PROJECT SCOPE OF WORK/ SYSTEMS AND SERVICE CAPABILITIES

The intent of this project is to provide District 2 with the means to realize maximum utility savings, operational savings, and operational improvements without the requirement of capital funds or to reduce the amount of capital funds necessary for planned energy, water systems, and wastewater systems upgrades. The Offeror selected through the RFP processes must have the demonstrated technical and managerial capabilities to address a broad range of building energy systems and provide a comprehensive set of energy services. Energy systems include, but are not limited to, heating, ventilation and air conditioning systems, lighting, windows, insulation and energy management controls, life safety measures that provide long-term, operating-cost reductions, building operation programs that reduce operating costs, other energy-conservation-related improvements, including improvements or equipment related to renewable energy, water and other natural resources conservation, including accuracy and measurement of water distribution and/or consumption, and other equipment, services and improvements providing energy efficiency.

Energy services include, but are not limited to, an investment grade technical energy audit and report; the design, acquisition, installation, modification maintenance, commissioning, monitoring and training in the operation of solutions installed in this project.

Any stipulated energy and/or non-energy cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the Customer. Additional services may include continuing O&M for all improvements and/or training of the Customer's staff on routine maintenance and operation of systems as well as training of occupants. Monitoring and verification (M&V) services include appropriate measurement and reporting of the performance and savings from improvements.

C. OVERVIEW OF TERMS AND CONDITIONS

Contract Term. No contract shall exceed 20 years in duration and is subject to annual appropriations.

Guarantee. Improvements and services must result in guaranteed minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. The combined savings achieved by the installed projects must be sufficient to cover all project costs, including debt service, and all ESCO fees for services for the duration of the contract term. The guaranteed savings must be achieved each year. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by District 2, and will not be allocated to future annual savings guarantees or shortfalls in other years.

Financial Review. Detailed financial projections of project benefits are dependent upon the scope of technical retrofits finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of a detailed engineering study and negotiation of the project structure. Respondents are encouraged to carefully review the evaluation criteria in the RFP under Financial Approach and to respond as fully as possible.

O&M Savings. Any O&M cost savings proposed by the selected ESCO will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the District 2.

PART III - SUBMITTAL OF INFORMATION IN RESPONSE TO RFP

The selection committee will evaluate and rank Offerors based on the information submitted in their SOQs, provided, however, the selection committee may consider public information about an Offeror discovered independently. The selection committee **will not** consider any information provided by Offeror beyond that, which is responsive to this RFP. However, Offerors must supply the information required by this RFP and explain their responses with sufficient detail to allow a thorough evaluation.

A. INFORMATION TO BE SUBMITTED:

Offeror shall submit the information found below, in their SOQ:

Attachments – to aid companies in their responses

Attachment A: Contract Terms and Conditions

Attachment B: ESCO Profile Form

ATTACHMENT A
CONTRACT TERMS AND CONDITIONS

The minimum conditions District 2 will accept from the selected ESCO are described below. This section defines the scope of services related to the technical requirements that will be included in any final contract. It also defines the key contractual provisions.

1. **Scope of Services (Technical Requirements)**

The Scope of Services must be included in any performance contract the Customer enters into, and must include the following items at a minimum:

- a. District 2 is interested in more than HVAC equipment. We are interested in state-of-the-art equipment high in HEPA filtration with maximum air flow and filtration.
- b. **Investment Grade Technical Energy Audit and Report.** The ESCO's proposed contract terms must include the performance and presentation of results from a detailed investment grade technical energy audit and report of acceptable quality to District 2. If District 2 decides not to enter into a contract after the audit report has been accepted, District 2 agrees to pay the cost of the audit as stated in the submitted response to this RFQ, provided that all contract terms and conditions of the audit have been met by the ESCO.
- c. **Standards of Comfort.** Specific standards of comfort, safety and functionality will not be degraded from the existing condition and/or shall meet minimum established industry standards. The ESCO will be responsible for maintaining the levels of comfort for each building as specified in the Technical Facility Profile or in any final agreement. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.
- d. **Professional Engineer Involvement.** A registered professional engineer must, at a minimum, review and approve design work done under this contract.
- e. **Guaranteed Savings.** District 2 requires a minimum annual savings guarantee. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing District 2 the amount necessary to pay for annual project financing and all related contract obligations. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years or be credited to future annual savings guarantees.
- f. **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 District 2 to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation.
- h. **Equipment Standardization.** All equipment installed that is comparable to similar equipment at other sites operated by District 2 shall be of the same manufacturer for standardization of equipment District 2 wide, unless otherwise accepted by District 2.
- i. **As-Built Drawings.** Where applicable, ESCO must provide by mylar, reproducible "as built" and record drawings (or such electronic equivalents as may be agreed to with District 2) 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 completion of installation.

2. **Contractual Provisions**

Key elements that must be provided for in any performance contract that District 2 enters into will, at a minimum, include the following:

- a. **Written Submissions.** The contents of the ESCO's submissions in response to this solicitation will become part of any final agreement between District 2 and the contractor.
- b. **Meeting Project Schedule.** The ESCO must provide a final schedule of project milestones including equipment-servicing and preventive maintenance provisions that will become part of any final contract. ESCO is responsible for meeting schedule deadlines. In the event any milestone or service provision is not met as scheduled without prior

approval from District 2, District 2 reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

- c. **District 2 Inspection.** District 2 must have the right to inspect, test and approve the work conducted in the facilities during construction and operation. District 2 shall have the right and access to the accounting books, records, and other compilations of data that pertain to the performance of the provisions and requirements of this agreement. This is covered below by the open book pricing requirement. Records shall be kept on a generally recognized accounting basis, and calculations will be kept on file in legible form and retained for three years after close-out. District 2 retains the right to have its representative visit the site during the analysis and implementation phases of the project and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors.
- d. **Final Approval of District 2.** District 2 retains final approval over the scope of work and all end-use conditions.
- e. **Repayment of Project Financing.** The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by District 2 that the project is fully installed and functioning.
- f. **Compliance.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations such as building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices and in compliance with all District 2 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 the contract. The contract must comply with the statutory provisions of §48-52-670 of the South Carolina Code.
- g. **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 reasonable District 2 rules relative to the premises. In the event the ESCO encounters any such materials, the ESCO shall immediately notify the project manager and stop work pending further direction from the project manager. The State may, in its sole discretion, suspend work on the project pending removal of such materials or terminate this Agreement.
- h. **Methodology to Adjust for 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.
- i. **Hiring and Wage Requirements.** The ESCO will comply with all requirements for the payment of prevailing wages, and for minority and women-owned business enterprises.
- j. **Subcontractor Approval.** District 2 retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project.
- k. **Bonding Requirements.** The ESCO will provide to District 2 assurance of completion in the form of separate performance and labor and material payment bonds, each in the sum of 100 percent of all subcontracts.
- l. **ESCO Insurance.** Prior to the commencement of work, the ESCO must provide evidence of the required levels of insurance for both the construction and operations phases of the project.
- m. **Guaranteed Cost Savings.** Improvements and services must result in a guaranteed minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. A guarantee is required to equal the calculated savings attributable to all energy and operating saving measures during the contract period, in accordance with §48-52-60 of the South Carolina Code, as amended. The combined savings achieved by the installed projects must be sufficient to cover all project costs including debt service and contractor fees maintenance, monitoring and other services, for the duration of the contract term. At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by District 2, and will not be allocated to shortfalls in other years or credited to future annual savings guarantees.

- n. **Applicability of O&M savings.** Any O&M 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 by District 2.
- o. **Annual Reconciliation.** Annual savings will be reconciled and verified each year as specified in the final contract.
- p. **Contract Term.** No contract shall exceed 20 years in duration and is subject to annual appropriations.
- q. **Post-Contract Preventive Maintenance Schedule.** Upon completion of the contract, the ESCO shall provide to District 2 a single comprehensive schedule of necessary preventive maintenance for all installations.
- r. **No Funds Disclaimer Clause.** No funds disclaimer clause as provided for in Section 11-35-2030 is required in these contracts.

ATTACHMENT B

ESCO PROFILE FORM AND ESCO QUALIFICATIONS AND APPROACH TO PROJECT

WRITTEN SUBMITTAL INFORMATION

The responses to this Request for Proposals will consist of six (6) specific information subject areas and an Appendix which must be completed and returned in the order indicated below with each section divided and tabbed with the appropriate section title.

- A. Organization, Qualifications and Experience
- B. Financial Strength
- C. References and Track Record
- D. Project Management
- E. Technical Approach
- F. Authorization and Notary Statement

Appendix

- A-1 Sample Investment Grade Audit
- A-2 Sample Commissioning Plan
- A-3 Sample Energy Services Agreement (Performance Contracting Agreement)
- A-4 Sample Customer Savings Report
- A-5 Sample Measurement and Verification Plan
- A-6 Financial Statements

Any additional information not specifically requested in this RFP must be put in a separate Appendix at the end of the response. Responses must be paginated and must include a table of contents.

- Failure to complete any question in whole or in part, or any deliberate attempt by the respondent to mislead the Customer, may be used as grounds to find the proposing ESCO ineligible.
- All submissions become the property of Customer and will not be returned to the ESCO.
- All costs associated with submission preparation will be borne by the submitting ESCO.

Submittal Instructions: Submit one original and 6 copies to the following location:

Name	Mr. Matt Pettit
Title	Procurement Officer
Street	3231 Old Furnace Road
City, State Zip code	Chesnee, SC 29323
Email:	matthew.pettit@spart2.org

Due Date: Submittal must be *received* at the above address no later than **1:00 PM on or before 08-9-2021.**

For further information, please contact:

Name	Mr. Matt Pettit
Title	Procurement Officer
Street	3231 Old Furnace Road
City, State Zip code	Chesnee, SC 29323
Email:	matthew.pettit@spart2.org

A. ORGANIZATION, QUALIFICATIONS AND EXPERIENCE

1. General Firm Information

FIRM'S NAME:
MAILING ADDRESS:
PHYSICAL ADDRESS:
CITY: STATE: ZIP:
COUNTY:
PHONE:
E-MAIL:
WEBSITE:

Names, Titles and Phone Number of two principal contact persons:

NAME	TITLE	PHONE

Submittal is for: Parent Company Division Subsidiary Branch Office

List any Division or Branch Offices that will participate materially in the development of the submission, and/or in the conduct of any services provided.

Name of Office: _____

Address: _____

Name and Address of Parent Company (if applicable)

Name: _____

Address: _____

Former Name(s) of Firm (if applicable)

Name: _____

Address: _____

2. **Date Prepared:** _____

3. **Type of Firm:** Corporation Partnership
 Sole Ownership Joint Venture

4. **Federal Employer Identification Number:** _____

5. **Year Firm was Established:** _____

6. **Please indicate if your firm is a recognized as a Minority Business Enterprise.**

Yes

No

If yes, indicate if your firm is registered as such with the SC Governor's Office of Small and Minority Business Assistance:

[] Yes

[] No

7. Minimum 5-year summary of contract values for energy performance contracts implemented and currently under contract with your firm

2013: \$ _____	2017: \$ _____
2014: \$ _____	2018: \$ _____
2015: \$ _____	2019: \$ _____
2016: \$ _____	2020: \$ _____

Indicate the number of all energy performance contracting projects implemented by and currently under contract with your firm. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project.

Estimate of total value for all energy performance contracts that are currently in repayment and under contract with your firm: \$ _____ (total value) as of _____ date.

8. Certifications, Awards and Credentials

- Provide proof of membership by the Department of Energy and National Association of Energy Service Companies (NAESCO) accreditation.
- List of pertinent certifications, awards and credentials.

9. Corporate background/historical data

- How many years has your firm been in business under its present business name? Years _____
- Indicate all other names by which your organization has been known and the length of time known by each name.

- How many years has your firm been involved in energy-related business?
Years _____
- Please identify all states in which your firm is legally qualified to do business.

- Discuss your firm's local business footprint (years in business, annual revenues, number of employees, etc.)

- List your firm's previous or current business association with District 2.

10. Personnel Information

- Provide a graphical representation (organizational chart) of the participants listed in the ESCO'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.
- Please identify your firm's legal counsel for this project.

- Include a list of key personnel and their responsibilities for the duration of the project contract. Include in this list the number of years each individual has been in the industry. Attach resumes of individuals who will directly have a role

in the project (no more than 10 individuals).

B. FINANCIAL STRENGTH

11. Demonstrate Financial Soundness of ESCO

- a. Please describe the financial strength of your company as it relates to its ability to deliver performance for a period of 15-20 years. Does firm hold the guarantee or is a 3rd party utilized?
- b. Describe what resources your firm has available to assist the customer with financing and funding solutions. Provide three bank references that have provided financing for past projects.
- c. Please provide financial statements including income statement, balance sheets, and statement of changes for three (3) most recently completed fiscal years. Owner may, during the evaluation process, request additional financial information for supplementation and clarification.
- d. Please provide proof of insurance with coverage and limits in place at the time of this RFP.
- e. Please certify that your firm is not currently under suspension or debarment by the State of South Carolina, any other state, or the federal government.
- f. Describe your firm's capacity to issue payment and performance bonds. Provide a letter from surety company demonstrating the bonding capacity of the ESCO.
- g. Provide a letter of recommendation from a financial institution.

12. Demonstrate Reasonable Pricing Policies

- a. Please describe the specific services your firm will be paid for over the contract term. Describe the method by which you will be paid for those services and how often payments will be made.
- b. Describe your firm's overhead and profit pricing policies for these types of projects.
- c. Discuss your firm's approach to change orders.

13. Provision of Financing

- a. Please briefly describe the types of financing arrangements used by your firm for past performance contracting projects. Describe preferred approach to providing or arranging financing for this project including a description of the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects. Please indicate what representative interest rates may be available, financing terms, and other variable economic factors associated with each method that you are aware of at the time of this submission.

C. REFERENCES AND TRACK RECORD

14. Project History

Using the following forms, list at least (5) *five* energy performance contracting projects currently under contract with your firm, (3) *three* of which are in repayment with at least two full years' worth of saving data. *Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project.* Projects with installed costs of less than \$500,000.00 or single technology projects (e.g. lighting only, controls only, etc.), or performed by other ESCOs will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving buildings similar to the building(s) described in the technical appendices. **All information is required.**

Project History	
Project Name and Location	
Type of Facility(s)	
Project Dollar Amount (installed project costs)	
Primary scope items Installed	
Construction Start and End Date	
Contract Start & End Dates	
Dollar Value of Annual Projected Savings	
Break-out the type and amount of any non-energy savings included in the project (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification and percentage of guarantee associated with each M&V protocol	
Identify all ESCO personnel associated with this project and their specific role(s) and responsibility(s)	
Provide current and accurate phone and email information of the owner(s)' representatives with whom your firm did business on this project.	

15. **Project Track Record**

- a. Please provide a complete list of projects that in the last 15 years have experienced a savings shortfall, include the amount of the shortfall and method in which it was remedied under your firm's savings guarantee.
- b. Please provide an acknowledgment letter signed by an officer of the respondent company affirming the statements in this section (15. Project Track Record) are true and correct. (Please include title of company officer). **Failure to provide accurate and complete information as requested is grounds for disqualification.**

D. PROJECT MANAGEMENT

16. **Project Alignment**

- a. Using no more than 1 typed page, describe why your firm is the best partner for District 2. How does your approach align and advance the mission, vision and goals of this organization?

17. **Project Understanding**

- a. Describe respondent's approach to project management, including: coordination with subcontractors, division of responsibility among project staff, and interaction with District 2 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 appendix.

18. **Training Provisions**

- a. Outline any training proposed as part of the project, including the subject, duration, and location of training. Respondent should also describe the relationship with the organization providing training, if not provided by the prime contractor.
- b. Give specific, verifiable examples of how Offeror trained operating and maintenance personnel with similar

responsibilities as customer personnel.

19. **Equipment and Maintenance Services**

- a. Specify how existing equipment will be incorporated, removed, surplus, etc.
- b. Please address how you would approach the role of the District 2's personnel in performing maintenance on existing and new equipment.
- c. Please discuss the relationship of maintenance services to the savings guarantee, any required length of the maintenance agreement and what impact termination of maintenance, prior to the end of the contract term, would have on the savings guarantee.
- d. Does your company (parent company) manufacture equipment? What is your approach to installing equipment/products from another manufacturer? Does your company have stated goals to use your equipment or products in ESPC projects?
- e. Describe what guidelines are established to identify when new or upgraded equipment will be installed post implementation period.
- f. Describe any warranties on equipment, systems, and materials. What factors are necessary to keep warranties valid? Provide samples of warranties and assignments of warranties if used.
- g. Describe the types of contract maintenance and/or repair services Offeror could provide. Comment on whether District 2's staff can perform some or all of these duties if desired.

20. **Value Added Services**

- a. Describe any additional benefits that may result from implementation of the comprehensive energy program and the respondent's added value elements in providing products/services for energy projects: including, but not limited to, jobs creation, potential greenhouse emissions reductions, and student engagement opportunities.

21. **Investment Grade Energy Audit**

- a. Please give a general description of your Investment Grade Audit Process.
- b. Please provide a sample *Investment Grade Audit Report*.

22. **Construction Planning**

- a. Please describe your firm's proposed approach to scheduling and completion of work required to implement a performance contract in the District 2's facility(s).
- b. Provide examples of situations where your firm has overcome challenges during construction.
- c. Please describe your firm's approach to the selection of contractors and consultants.

23. **Project Commissioning**

- a. Please describe your firm's approach to equipment commissioning.
- b. Please provide a *Sample Commissioning Plan* from a completed performance contract implemented by your firm.

E. TECHNICAL APPROACH

24. **Savings Guarantee Calculations**

- a. Please provide a copy of your firm's savings guarantee language and where to locate in your Energy Services Agreement. Please include a copy of your firm's *Energy Services Agreement*.
- b. Please describe your processes and approach to post-installation support services, training and measurement and verification services.
- c. Please describe District 2's role in maintaining the guarantee. Describe the type and frequency of communication throughout the guarantee and recourse if District 2 does not follow through on their responsibilities during the guarantee period. Provide examples of how your firm has handled changes to District 2 facilities or operations that would have an effect on the guarantee.
- d. Please attach a *Sample District 2 Savings Report* from a completed energy performance-contracting project currently in repayment.

25. **Energy Baseline Calculation Methodology and Measurement and Verification Plan**

- a. Describe the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. 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.
- b. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to factors such as weather, occupancy, facility use changes, etc.
- c. Describe your firm's approach to utilizing stipulated savings. Indicate any operational cost savings opportunities and how such savings are to be identified, documented, and measured.
- d. Describe your firm's proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.
- e. What are the standards of service and comfort (temperature, airflow, light levels, etc.) you would typically use for system design?

F. AUTHORIZATION AND NOTARY STATEMENT

26. **Authorization**

Dated at _____ this _____ day of _____ 19_____.

Name of Organization: _____

By _____

Title _____

27. **Notary Statement**

a. Mr./Ms. _____ being duly sworn deposes and says that he/she is the _____ of _____, ESCO, and that answers to the foregoing questions and all statements therein contained are true and correct.

b. Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public _____

My Commission Expires _____ 20_____

APPENDIX

- A-1 Sample Investment Grade Audit
- A-2 Sample Commissioning Plan
- A-3 Sample Energy Services Agreement (Performance Contracting Agreement)
- A-4 Sample Customer Savings Report
- A-5 Sample Measurement and Verification Plan
- A-6 Audited Financial Statements