



FLORENCE COUNTY
SOUTH CAROLINA

REQUEST-FOR-PROPOSALS NO. 23-13/14
GUARANTEED ENERGY SAVINGS SERVICES

PRE-PROPOSAL MEETINGS: APRIL 14 AND 15, 2014
at 10:00 a.m. (EST)

SUBMISSION DEADLINE: APRIL 29, 2014 AT 3:00 P.M. (ET)

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REQUEST FOR PROPOSAL for a GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT

Florence County is soliciting proposals for a full range of energy services and energy related capital improvement projects, i.e., Energy Conservation Measures (ECMs) financed through a guaranteed energy savings contract provider in accordance with the provisions set forth in the South Carolina Guaranteed Energy Savings Program, South Carolina Law Code Section 48-52-670-Guaranteed energy, water, or wastewater savings contracts and the requirements of this Request for Proposal document.

Two pre-proposal meetings will be held in order to conduct site visits for all interested firms and to discuss any technical clarifications concerning this Request for Proposals. One meeting will be held on **Monday, April 14, 2014 at 10:00 a.m. (EST)** in front of the main entrance to the Florence County Library located at 509 S. Dargan St. Florence, SC (Florence Branch) and the second meeting will be held on **Tuesday, April 15, 2014 at 10:00 a.m. (EST)** at the Sheriff Department located at 6719 Friendship Rd. Effingham.

All interested Energy Services Companies (ESCO) **MUST** submit a letter of interest in writing indicating the number of personnel from your company that will be attending the two pre-proposal meetings no later than 3:00 p.m. (EST) on Friday, April 11, 2014. The letter of interest must be faxed or e-mailed to Patrick Fletcher, Procurement Director at pfletcher@florenceco.org or fax no. 843-664-9668. To maintain a level playing field, attendance is required. Consequently, vendors not attending the mandatory pre-proposal meeting will not be permitted to submit a proposal.

In order to make the meeting as productive as possible, interested firms are requested to submit any questions you have during the site visits in writing to Patrick D. Fletcher Procurement Director, (pfletcher@florenceco.org), no later than 5:00 p.m. on Thursday, April 17, 2014.

Submittals must be submitted no later than **Tuesday, April 29, 2014 at 3:00 p.m. (ET)** to the address below. Submittals shall contain one (1) original and four (4) copies of the information requested. Submittals received after the deadline will not be opened. Facsimile or e-mail submittals will not be accepted. All submittals should be sent to:

Florence County Procurement Office
County Complex Building, MSC-R
180 N. Irby Street, Room B-5
Florence, South Carolina 29501

Participating firms are to comply with the provisions of Exhibit A - Submittal Requirements and Exhibit B — General Information. Each of the participating firms will be required to attend the pre-proposal meeting and visit the included Florence County sites to perform energy audits and energy reviews at no expense to Florence County. At the conclusion of the visits, each of the participating firms will respond to Florence County of the outcomes of their investigations and surveys in the outlined written format. The participating firms will identify all Energy

Conservation Measures (ECMs) to be included in the project, summarize costs and benefits, propose design and construction timetables, describe funding and cash flow data, and present any other information required to fully describe the proposed project scope. Based on the responses Florence County will select up to three ESCOs to proceed to an oral presentation. After oral interviews Florence County will select one successful ESCO that will enter into a Letter of Intent and to complete the Detailed Energy Audit and negotiate an Energy Services Agreement (ESA) to implement the proposed project and verify the resultant savings.

EXHIBIT A

Qualification Requirements

In order to be considered a qualified firm to develop and construct the Guaranteed Savings program for Florence County, The ESCO must meet the following minimum criteria:

- At least 10 Guaranteed Energy Savings Performance Contracts for which development and construction are complete and the customer is realizing the savings.
- A minimum of \$25 million of Guaranteed Energy Savings Performance Contracts completed in the last five years.
- Accredited by the National Association of Energy Services Companies (NAESCO).

Firms not meeting this minimum criterion will not be considered.

Questions regarding this project should be emailed no later than 5:00 p.m. (EST) on Thursday, April 18, 2014 to:

Patrick D. Fletcher, CPPB
Florence County Procurement Director
pfletcher@florenceco.org

The Request for Proposal (RFP) will consist of proposals identifying energy conservation measures and financial information. The Florence County Selection Committee will then select one firm to advance to the Detailed Energy Audit (DEA) and contract negotiation.

Submittal Requirements

Submittals will be evaluated and scored in accordance with criteria set forth in Appendix I.

Each of the following categories should be placed in a separate tabbed and labeled section to include correspondingly numbered documents from each section.

Table of Contents

Indicate the section and page number of the information included.

Section 1: Executive Summary

The Executive Summary provides the opportunity for the participating firm to present the most important aspects of its proposal. It should summarize the scope of work, the financial offering, and provide an overview of the project. This is also a good opportunity to draw the Florence County's attention to unique aspects of the proposal and to underline any specific cautions regarding the proposal and the savings analysis methodology. Please include a Project Summary. Be sure to identify separately the cost of your Investment Grade Audit (Back-out fee). Limit this section to five pages.

Section 2: Company Background & Qualifications

2A: Company Profile

Provide detailed background information on the prime company that would execute the Energy Services Agreement (ESA) with Florence County. Describe the type of firm that it is, its parent company if applicable, its primary business activities, how long it has been in business (under any name) in general, and specifically in the energy services related area, its qualifications to utilize a comprehensive energy services approach, and other attributes such as manufacturing and/or service capabilities that enhance its abilities to perform the proposed project. Include a list of any companies owned by your firm, or owned by your parent firm that will participate, either directly or indirectly, in the performance of this contract if you are selected as the successful ESCO.

2B: Financial Information

1. Include your company's most recent annual report with balance sheet and cash flow information, or the most recent audited financial statements, and any additional documents that indicate current financial status. If your company is not a public company, provide financial statements audited by a third party accounting firm in lieu of the annual report.
2. Indicate your company's bonding capability by including a current commitment letter from your surety company indicating your company's bonding capacity both single project and aggregate.
3. Include information stating whether your firm, parent firm, subcontractor to your firm, or principals therein working under the proposed contract has filed for bankruptcy in the past five (5) years. Indicate in whose name(s) the bankruptcy was filed, the date and outcome of the filing.
4. Has your firm, parent firm, subcontractor to your firm or principals therein filed any law suits or requested arbitration related to any energy services contract in the past five (5) years? If so, describe.
5. Does your firm, parent firm, subcontractor to your firm, or principals therein have any law suits, judgments, claims or arbitration proceedings related to any energy services contract open or pending? If so, describe.
6. Describe the sources and types of financing that are available to Florence County to finance the ECMs identified over the term of the contract. The term of the contract may be less but not more than (number of years). The Florence County intends to have the project paid for solely from savings in energy related areas yet recognizes that other financial arrangements may be made to include capital contributions. Identify advantages, disadvantages and relative costs associated with each financing method.

2C: Project Experience

Include a list of at least three Guaranteed Energy Savings Performance Contracts that your firm has in process or completed for cities or counties and three projects performed for other government agencies or institutions within the past five years. Reference format is to follow Appendix 2, Reference Format. **Alternate reference formats will be considered non-responsive.**

2D: Sample Documents

1. Proposed Energy Services Agreement (ESA) - Provide a copy of the agreement(s) that will be used as the basis for negotiations with Florence County.
2. Performance Guarantee - Provide a copy, written in layman's terms, describing the performance guarantee provided in the Energy Services Agreement (ESA). Include the guarantees that would be provided to ensure that the program remains compliant.

Section 3: Scope of Work

Provide a list of the energy conservation measures (ECMs) proposed with the associated savings and energy units in EXCEL spreadsheet.

In addition, provide a detailed scope of work for each ECM that includes the following information.

1. Detailed ECM Description - Provide a detailed description of the recommended ECMs that provides the reader with an understanding of what the ECM entails from a technical standpoint, why it will save energy, what types it will save, and how it will be operated (if applicable). This section should include, but is not limited to, a description of existing systems and deficiencies, the proposed improvements, proposed scope of work, and the impact to the facility.
2. Integration with Existing Systems & Operations — Describe the impact of facility operations and performance, any special operating requirements, and integration issues, if any, that will result from installing the proposed ECM.
3. Equipment Information - Provide detailed information about the equipment that will be furnished and installed for each ECM. At a minimum, capacity, performance specifications, warranty information must be provided. Additional information will indicate that the participating firms have rigorously evaluated the ECM. To the extent that it is known at the time of proposal submittal, manufacturers and model numbers for the MAJOR equipment provided as part of an ECM should be included. Catalog cuts that provide specific, useful information about the proposed equipment will be viewed favorably. Equipment selected should be best use for the county.
4. Environmental Issues - In this section identify any potential environmental issues including, but not limited to, proper disposal of equipment and hazardous materials.
5. Customer Training — This section provides a brief overview of the training that will be provided to the customer during the construction period and the performance period.

Section 4: Financial Proposal

1. Cost Proposal - This section should contain the cost proposal for the facilities selected for the site visit and survey. The firm should provide as much detail as they feel is necessary for the evaluation of their proposal. At a minimum, the participating firms must provide a description of the ECM, the total cost per ECM (including design, project management, labor, material, taxes, etc...), projected energy savings and estimated simple payback period; however, additional detail will be viewed favorably.
2. Project Cash Flow - This section must contain a cash flow projection for the project, with full cost recovery within 15 years. For each year of the project the table must include, at a minimum, projected energy savings, projected O&M savings, lease payment, service

agreement (if any), measurement and verification cost, and any other annually recurring costs. The cash flow statement must utilize a 4% interest rate for the lease agreement. A 2% escalation or inflation rate may be applied to all savings sources that are included in your cash flow statements. As with all sections in the RFP, Florence County will favorably consider additional detail that provides useful insight into the participating firm's offering.

3. **Project Financing** - Describe the approach that participating firm proposes to employ to finance the proposed program. Discuss your firm's past ability to finance and implement projects of this size quickly and efficiently. The proposal must include a plan to obtain financing for implementation of the ECMs proposed.
4. **Open Book Pricing** – Describe your approach to open book pricing models.

Section 5: Implementation Plan

1. **Milestone Schedule** - Provide a Gantt Chart that outlines the implementation schedule for the proposed project from the point of contract execution. Provide information on how your firm will ensure that the project is on schedule and within the agreed budget.
2. **Operation & Maintenance Plan** - Describe how you will provide cost effective maintenance and maintain warranties on the installed ECMs in the existing facility equipment/structure. Identify and describe the roles and requirements of Florence County maintenance personnel and your maintenance staff and how the two will interface. Describe your capabilities and experience in providing maintenance service on ECMs. Describe the extent to which equipment maintenance is a profit center for your company.

The participating firm should use this section to describe the program that is proposed to manage O&M requirements of the installed system(s) for the full term of the agreement. Florence County believes that in order to achieve maximum energy savings performance, the equipment installed under the proposed program and the existing building systems must be properly maintained. However, the maintenance of existing equipment and that installed under this program should not unduly increase the burden on existing Florence County staff. This section provides the participating firm the opportunity to propose a plan to manage the O&M of the buildings in light of the above considerations. The response in this section should include a plan, with clearly defined responsibilities, and the cost to the project to have the participating firm provide the recommended level of service.

3. **Project Team Information** - Provide a project organization chart that identifies key members of the ESCO's staff that will work on this project. Include those individuals who will have primary responsibility for project development and implementation, technical analysis, construction management and point-of-contact with Florence County. Project Team Information is to follow Appendix 3 format. **Alternate formats will be considered non-responsive.**

Section 6: Measurement & Verification

Participating firms must summarize the M&V Plan for each ECM in this section. The evaluator should gain a basic conceptual understanding of the M&V approach, including any and all variables and how the ESCO will use the variables to verify ECM performance and determine guarantees. Florence County needs to establish that the participating firm has a clear and defensible plan to verify the savings. The participating firm needs to demonstrate the ability to develop and manage a Measurement and Verification Plan that will not unnecessarily burden the project with cost. The cost to provide measurement and verification services for the project must be included.

Section 7: Other Considerations

This section provides the participating firm with an opportunity to provide any additional information that Florence County should consider in evaluating the proposed project. Issues such as hazardous waste disposal, asbestos issues and any other environmental considerations should be described in this section. Intangible benefits that the project might provide (improved workforce efficiency and better occupant comfort, long term Florence County sustainability, increased public perception, etc.) should also be identified in this section.

EXHIBIT B

All responses will be evaluated and scored in accordance with the criteria outlined in Appendix I.

GENERAL INFORMATION

1: Objective

The objective of this RFP and resulting contract is to reduce Florence County wide energy consumption and associated costs, establish a long-term sustainability plan, and increase public perception of the Florence County government through the services of an energy services contractor, ESCO. Procedures will follow the guidelines of the South Carolina Law Code Section 48-52-670. The selected energy services contractor will provide Florence County with a comprehensive energy savings program and undertake retrofit projects based on "energy conservation measures" as listed but not limited to those below:

- a) Cost reductions through gas, electricity and steam/chilled water purchases. Telecommunications is not included at this point.
- b) Lighting, electrical and mechanical systems retrofits
- c) Upgrading, extension and/or reprogramming automatic control systems
- d) Alternate fuel consumption or co-generation methods
- e) Design and installation of energy efficient equipment and systems (including avoidance of capital expenditures)
- f) Maintenance of HVAC mechanical equipment and installed systems
- g) Training for maintenance personnel in the operation and maintenance of the new equipment and, as appropriate, for existing facilities (optional)
- h) Others as discovered during the process

2: Savings Guarantee

The successful ESCO shall provide a written savings guarantee in accordance with the legislation. The total program costs, including financed equipment costs, long term maintenance costs, and other costs, are intended to be one hundred percent (100%) covered by program operational and energy savings. The guarantee shall be reconciled on an annual basis, commencing one year from the date of completion of installation. In the event that the actual savings are less than the guaranteed savings, the successful ESCO shall annually provide cash reconciliation of the difference. The performance contractor's guarantee shall be a first party direct guarantee from the prime ESCO to Florence County.

3: References and Proprietary Information

Submittal of a response grants Florence County permission to make inquiries concerning an ESCO and its officers to any persons or firms deemed appropriate by Florence County solely for the purpose of evaluation and contract negotiations. Any proprietary information that the participating firm does not want disclosed to the public shall be so identified on each page upon which it is found. Florence County shall not be responsible for any cost incurred by the participating firm in the preparation of this proposal. It must be specifically understood that this Request for Proposal does not create any obligation on the part of Florence County to enter into any contract or undertake any financial obligation with respect to the program referred to herein. Florence County reserves the right to reject any and all proposals. The participating firm understands that, if selected, Florence County reserves the right to provide its opinion publicly and privately regarding the participating firm's performance.

Proprietary information provided in your response and clearly labeled 'confidential' to this RFP will be held in confidence and will not be revealed and discussed with competitors. All material submitted becomes the property of Florence County and may be returned only at Florence County's option. Proposals submitted may be reviewed and evaluated by any person except the participating firm's competitors at the discretion of Florence County, regardless of statements to the contrary contained within the participating firm's response. Florence County has the right to use any or all concepts, ideas and work presented in any reply to the RFP and to make the information from other proposals available to the participating firm making the successful proposal for possible incorporation into a contract. Selection or rejection of the proposal does not affect this right.

Information provided by Florence County to the requesting participating firm for the purpose of providing a response to the RFP is the property of Florence County. As such, said information is to be kept in confidence and used only for the intended use of this RFP.

4: Selected Performance Contractor

The selected performance contractor will be required to assume total responsibility for all services offered in their proposal. The selected contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters. The selected performance contractor will be subject to open book pricing during the detailed energy audit phase.

5: Taxes, Fees, Codes Compliance, Licensing

The selected performance contractor shall be responsible for payment of any required taxes or fees associated with the execution of the guaranteed energy savings contract. The selected performance contractor shall be responsible for compliance with all applicable codes, statutes, and permitting requirements.

6: Inquiries

Questions should be submitted in writing by 5:00 p.m. on Thursday, April 17, 2014 via email to:

Name: Patrick D. Fletcher

Title: Procurement Director

Email: pfletcher@florenceco.org

Any and all addendums issued in accordance with this solicitation may be obtained from the Florence County Procurement Office located at the County Complex located at 180 N. Irby Street; Room B-5, Florence, SC 29501, by e-mailing pfletcher@florenceco.org or by visiting the Florence County public bids web page at the following link for 23-13/14: <http://www.florenceco.org/offices/procurement/bids/>.

It shall be each bidder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered.

Vendors are cautioned that they are not to contact anyone within the Florence County Administration (other than those listed above as contacts) and are not to contact any elected officials regarding this solicitation.

7: Letter of Interest

All interested Energy Services Companies **MUST** submit a letter of interest in writing indicating the number of personnel from your company that will be attending the two pre-proposal meetings no later than 3:00 p.m. (EST) on Friday, April 11, 2014. The letter of interest must be faxed or e-mailed to Patrick Fletcher, Procurement Director at pfletcher@florenceco.org or fax no. 843-664-9668. To maintain a level playing field, attendance is required. Consequently, vendors not attending the mandatory pre-proposal meeting will not be permitted to submit a proposal.

8: Building Audit & Review Period

All participating firms will be allowed to inspect the selected sites and to satisfy themselves regarding all general and local conditions that may affect their submittal, to the extent that the information is reasonably obtainable. Information will be provided to the participating firms at the pre-bid meeting regarding contacts for establishing site visits. To manage the time of participating firm and Florence County personnel wisely, the Florence County contacts reserve the right to reasonably limit the available hours and number of participating firm visits.

9: Formal Proposals

Proposals must be submitted on or before Tuesday, April 29, 2014 at 3:00 p.m. (ET) to:

Florence County Procurement Office
County Complex Building, MSC-R
180 N. Irby Street, Room B-5
Florence, South Carolina 29501

Submit one original and four (4) hard copies of the proposal.

10: Oral Presentations

One week following submission of proposals Florence County will conduct oral interviews. No more than three firms will present their Energy Conservation Measure (ECM) recommendations to the Florence County Selection Committee in an oral interview not to exceed 60 minutes in length. The ESCO presentation should not exceed 30 minutes with the remaining 30 minutes to be used for questions and answers. The oral presentation shall include a project team presentation that describes the participating firm's technical, financial, managerial, and legal approach to completing a comprehensive energy management project at each facility. Include, as a minimum, the following:

- An introduction and discussion of project team roles and responsibilities.
- An understanding of each facility's energy systems, utility rates, and operating requirements.
- Identification of ECMs and/or other cost control measures that were considered and could be evaluated in more detail at each facility.
- The order of magnitude of each ECMs costs and savings.
- The economic model and assumptions of how the participating firm's financing, maintenance, and other services would be structured over the life of the project. Show each facility's avoided costs and annual payments.
- An outline of the ESCOs technical audit and performance contract conditions.
- A discussion of the project schedule and how quality control and project communication will occur.
- An explanation of how the project will be financed, how measurement and verification of savings will interface with our system, and how the savings guarantee will be calculated.

- A description of how training of maintenance and facility personnel would be accomplished.

It is expected that the foregoing matters will be included in the written Technical and Financial sections of the proposal in order that the oral presentation time may be used by the participating firm to highlight items it regards to be of particular importance and to respond to any questions.

11: Contract Award

In accordance with Sec. 11-48 (7) of the County Ordinance, “Competitive sealed proposals”, the contract will be awarded to the qualified provider that best meets the needs of Florence County in accordance with the criteria established by Florence County Scoring will be in accordance with the criteria set forth in Appendix 1. The participating firm with the highest score will be awarded the contract. The other participating firms will be informed in writing of the selection decision.

In accordance with Sec. 11-48 (7), before the contract can be awarded the qualified provider (ESCO) must provide as part of its proposal a report, which shall be made available for public inspection, summarizing estimates of all costs of installation, maintenance, repairs and debt service, and estimates of the amounts by which energy or operating costs will be reduced, and which shall contain a listing of contractors and subcontractors to be used by the qualified provider (ESCO) with respect to the energy conservation measures.

12: Termination

Florence County may terminate the lease and as such the guaranteed savings contract if, in any fiscal year during the term of the contract, it does not receive sufficient funds in its annual appropriations to make the payments required under the contract.

13: Rejection of Proposals

The issuer reserves the right to reject any and all proposals received.

14: Incurring Costs

The issuer is not liable for any cost or expenses incurred by ESCOs in the preparation of their written responses or for attendance at any conferences and meetings related to this RFP.

15: Amendments to the RFP

If it becomes necessary to revise any part of this RFP, an amendment will be issued to all responding ESCOs. A copy of all questions and answers submitted will be sent to all participating firms.

16: Error/ Clarification

When an offer contains an obvious error or otherwise where an error is suspected, the circumstances may be investigated and then may be considered and acted upon. Any action taken shall not prejudice the rights of the public or other offering companies. Where offers are submitted substantially in accordance with this RFP but are not entirely clear as to the intent or to some particular fact where there are other ambiguities, clarification may be sought and accepted provided that, in doing so, no change is permitted in prices.

17: Detailed Energy Audit

Florence County anticipates that upon selection of the ESCO a Letter of Intent (LOI) will be negotiated prior to commencement of the Detailed Energy Audit (DEA). If Florence County, once under an LOI, does not enter into an Energy Services Agreement (ESA) for the implementation phase of the contract, then Florence County will pay the ESCO a "Back-out Fee" to cover the ESCO's costs of engineering and project development up to that point. If Florence County enters into a contract, the contract will include all engineering and development costs.

18: Restriction of Contact

From the issue date of this RFP until a determination is made regarding the final selection of the ESCO, all contacts with Florence County concerning this RFP must be made through the Issuing Officer.

19: Debriefing

Everyone will receive notification of the short-listed firms.

20: Right to Protest

Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Supervisor of Purchasing. The protest shall be submitted in writing within fifteen (15) days of the date of issuance of the Request for Proposals, date of issuance of an amendment, or date of notification of an award is posted.

21: Insurance Requirements

Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful contractor shall provide a certificate of insurance within ten (10) days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

INSURANCE REQUIREMENTS

Liability Insurance: The successful firm(s) shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The successful firm shall name Florence County, South Carolina, its elected and appointed officials, officers, and employees "Additional Insured" as their interests may appear but only with respect to services performed or provided by successful firm on behalf of the County under Consultant's commercial general liability insurance policy. The successful firm shall, within 10 calendar days of the full execution of any contract resulting from this RFP, provide the County's Procurement Officer with a certificate(s) of insurance evidencing the coverage required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until 10 calendar days after the insurer or the selected firm gives written notice to the County.

Without limiting the provisions of paragraph above, the selected firm shall during the term of any contract resulting from this purchase and maintain insurance with limits not less than those set forth below:

The successful firm(s) shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the firm(s) shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.

Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

Commercial General Liability Insurance - \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate

Automobile Liability Insurance - \$1,000,000 combined single limit (bodily injury and property damage), each accident

Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 general aggregate

Professional Services: The selected firm(s) shall indemnify and hold Florence County, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by any negligent act, error, or omission in the performance and furnishing of the selected firm's professional services under any contract resulting from this RFP, including any negligent act, error or omission of any individual or entity directly or indirectly employed by the selected firm(s) to perform any of the work or anyone for whose acts, errors, or omissions the selected firm(s) may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

Other Than Professional Services: With respect to all acts or omissions of the selected firm(s), or any individual or entity directly or indirectly employed by the selected firm(s) to perform any of the work or anyone for whose acts, errors, or omissions the selected firm(s) may be liable, which do not arise out of or result from the performance of professional services, and which may be covered by employer's liability insurance, commercial general liability insurance, automobile liability insurance, or other general liability insurance, the selected firm(s) shall indemnify and hold the Florence County, South Carolina, its elected and appointed officials, officers, and employees,, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by or arising out of the selected firm's negligent acts of commission or omission (or those of or any individual or entity directly or indirectly employed by the selected firm to perform any of the work or anyone for whose actions or failure to act the selected firm may be liable) during the performance of this Agreement.

The selected firm shall require any subconsultants (if any) to purchase and maintain insurance with limits not less than those required above to be purchased and maintained by the selected firm. In addition, the selected firm shall require any subconsultants (if any) to assume the selected firm's indemnification obligations under any contract resulting from this RFP to the extent they relate to the subconsultant's obligations under any contract with the selected firm.

Signature Page

THIS PAGE MUST BE COMPLETED IN ORDER FOR PROPOSAL TO BE CONSIDERED.
FAILURE TO COMPLETE AND RETURN THIS FORM WITH PROPOSAL OFFER SHALL
RESULT IN DISQUALIFICATION OF OFFER.

Name of Firm

Signature of Agent

Address

Name of Agent

City & State

Title

Zip

Email Address

Telephone

Date

Federal Identification Number

Minority Vendor? Yes/No

If yes, certificate #

Appendix 1 Evaluation Process

Phase 1: General Qualifications Evaluation Criteria

Maximum Point Values Per Criterion General Qualifications		
Criteria	Available Points	Score
Company Profile - (Section 2A)	5	
Company Financial Strength – (Section 2B)	20	
Experience with Similar Service - (Section 2C)	15	
Scope of Work & Creative Detail - (Section 3)	25	
Financial Proposal – (Section 4)	20	
Implementation & Operations – (Sections 5 & 6)	15	
Overall Quality of Proposal Submittal	5	
Total	100	

Oral Presentation Evaluation Criteria (Phase 2)

Maximum Point Values Per Criterion Oral Presentation		
Criterion	Available Points	Score
Quality of answers	25	
Quality of presentation	25	
Explanation of approach to the work	25	
Suitability to do the work	25	
Total	100	

Appendix 2 Reference Format

For each reference project, describe guaranteed energy savings contracting projects completed or currently under contract with your firm. Each reference listed shall be in the repayment term.

Project Name	
Project Location	
Primary Use	
Project Size: (# Buildings/ Total Square Footage)	
Project Dollar Amount	
Source of Project Financing	
ECMs Installed/ Services Provided	
Date of Construction	
Contract Start & Term	
Project Cost	
Annual Guaranteed Savings by Utility	
Method of Savings Measurement and Verification	
Contact Information for Owner Representative	
Key ESCO Staff Involved	
Notes	

Appendix 3

Project Team Information

Provide the information for each key member of the team as listed below. Individual resumes may be submitted but all information is required.

Name of Project Team Member	
Proposed Role on Project	
Current Job Title & Responsibilities	
Employment History Company Name: Title/Responsibilities: Number of Years with Firm: Company Name: Title/Responsibilities: Number of Years with Firm:	
Educational Background Academic degrees, certifications, professional affiliations, relevant publications and technical training.	
Project Experience List ESPC projects this individual has been involved with during the past 5 years. Include year implemented and project value.	
Other Relevant Experience/Notes	
Total Years of Relevant Experience	

Appendix 4

Building Listing and Square Footage Information

Facility/Address	Year Built/ Addition	Square Footage
Florence County Library – Florence Branch 509 S. Dargan St. Florence, SC	2003	77,652
Public Services Building 2685 S. Irby St. Florence, SC	1975	32,784
Law Enforcement Center 6719 Friendfield Rd. Effingham, SC	1994	194,058
Total Square Footage		304,494

Appendix 5 Utility Information

Natural Gas:

Building: FC Law Enforcement Center

Meter No:		3-2100-8004-6002 170228	
Description/Address:		6719 Friendfield Rd, Effingham	
Rate Sch:		033 - Medium General Svc	
	Month	therms	Cost (\$)
2011	Nov	7,942	\$8,511.75
2011	Dec	9,375	\$10,655.06
2012	Jan	9,216	\$9,371.67
2012	Feb	7,047	\$7,357.90
2012	Mar	3,214	\$3,135.68
2012	Apr	4,025	\$3,733.72
2012	May	3,291	\$3,045.36
2012	Jun	3,016	\$2,793.34
2012	Jul	2,962	\$2,851.18
2012	Aug	3,032	\$2,917.87
2012	Sep	4,556	\$4,369.74
2012	Oct	6,826	\$6,889.48
Annual Totals		64,502	\$65,632.75

Water & Sewer

Building: FC Law Enforcement Center

Definition: One (1) Unit = 100 gallons

Acct No: 5600019001 Utility Provider: City of Florence Water Description/Address: 6719 Friendfield Rd, Effingham Rate Sch: NBB Additonal Info: Law Enforcement Center Water & Sewer			
	Month	Units	Charge
2011	Nov	9,370	\$8,711
2011	Dec	6,970	\$7,045
2012	Jan	11,040	\$9,864
2012	Feb	6,370	\$6,623
2012	Mar	8,360	\$8,004
2012	Apr	7,880	\$7,670
2012	May	7,840	\$7,643
2012	Jun	10,300	\$9,616
2012	Jul	8,920	\$8,631
2012	Aug	9,990	\$9,395
2012	Sep	9,360	\$8,945
2012	Oct	7,780	\$7,817
	Annual Totals	104,180	\$99,962

Building: FC Public Library

Acct No: 564000000 Utility Provider: City of Florence Water Description/Address: 509 S. Dargan St. Rate Sch: CBI2 Additonal Info: FC Public Library Water Only			
	Month	Units	Charge
2011	Nov	973	\$204
2011	Dec	973	\$204
2012	Jan	60	\$37
2012	Feb	973	\$204
2012	Mar	973	\$204
2012	Apr	0	\$26
2012	May	620	\$137
2012	Jun	1,050	\$219
2012	Jul	920	\$195
2012	Aug	1,250	\$256
2012	Sep	1,630	\$325
2012	Oct	1,340	\$272
	Annual Totals	10,761	\$2,285

Building: FC Public Library

Acct No: 560002851 Utility Provider: City of Florence Water Description/Address: 509 S. Dargan St. Rate Sch: CBB Additional Info: FC Public Library Water & Sewer			
	Month	Units	Charge
2011	Nov	300	\$1,235
2011	Dec	300	\$1,235
2012	Jan	298	\$1,228
2012	Feb	352	\$1,252
2012	Mar	300	\$1,229
2012	Apr	350	\$1,251
2012	May	300	\$1,229
2012	Jun	350	\$1,274
2012	Jul	300	\$1,252
2012	Aug	350	\$1,274
2012	Sep	350	\$1,274
2012	Oct	300	\$1,252
	Annual Totals	3,850	\$14,983

Building: Public Service Building

Acct No: 5600019001 Utility Provider: City of Florence Water Description/Address: 2685 S. Irby St. Rate Sch: CBB Additonal Info: Public Service Building Water & Sewer			
	Month	Units	Charge
2011	Nov	200	\$971
2011	Dec	200	\$971
2012	Jan	150	\$943
2012	Feb	200	\$965
2012	Mar	150	\$943
2012	Apr	200	\$965
2012	May	400	\$1,052
2012	Jun	450	\$1,098
2012	Jul	300	\$1,031
2012	Aug	350	\$1,053
2012	Sep	400	\$1,076
2012	Oct	300	\$1,031
	Annual Totals	3,300	\$12,101

Electricity:

Building: FC Law Enforcement Center

Acct No: 4494600 Utility Provider: Santee Electric Coop Description/Address: FCLEC Main Bldg. 6719 6719 Friendfield Rd, Effingham Rate Sch: Additonal Info: FC Law Enforcement Center (6719 Friendfield Rd)				
	Month	kW	kWh	Charge
2011	Oct	431	219,360	\$24,632
2011	Nov	503	213,600	\$24,486
2011	Dec	385	179,040	\$20,327
2012	Jan	386	183,360	\$20,765
2012	Feb	452	169,440	\$20,451
2012	Mar	459	47,520	\$24,640
2012	Apr	442	289,440	\$34,113
2012	May	456	238,560	\$28,682
2012	Jun	475	225,600	\$27,391
2012	Jul	499	264,480	\$32,780
2012	Aug	504	297,120	\$36,475
2012	Sep	504	255,840	\$31,838
	Annual Totals	5,496	2,815,680	\$355,776

Building: FC Law Enforcement Center

Acct No: 4494700 Utility Provider: Santee Electric Coop Description/Address: FCLEC Cluster 1 - 6719 FR 6719 Friendfield Rd, Effingham Rate Sch: Additonal Info: FC Law Enforcement Center (6719 Friendfield Rd)				
	Month	kW	kWh	Charge
2011	Oct	65	37,440	\$4,694
2011	Nov	65	42,880	\$5,374
2011	Dec	65	37,280	\$4,674
2012	Jan	66	39,040	\$4,894
2012	Feb	66	40,160	\$5,198
2012	Mar	66	37,280	\$4,983
2012	Apr	66	43,680	\$5,835
2012	May	66	38,560	\$5,153
2012	Jun	67	34,400	\$4,599
2012	Jul	67	37,280	\$5,128
2012	Aug	0	41,760	\$5,742
2012	Sep	67	37,600	\$5,172
	Annual Totals	725	506,880	\$66,881

Building: FC Law Enforcement Center

Acct No: 4494700 Utility Provider: Santee Electric Coop Description/Address: FCLEC Cluster 2 - 6719 FR Rate Sch: Additonal Info: FC Law Enforcement Center (6719 Friendfield Rd)				
	Month	kW	kWh	Charge
2011	Oct	26	14,480	\$1,824
2011	Nov	26	16,240	\$2,044
2011	Dec	26	13,680	\$1,724
2012	Jan	26	14,480	\$1,824
2012	Feb	26	10,000	\$1,305
2012	Mar	26	9,760	\$1,315
2012	Apr	26	12,000	\$1,614
2012	May	19	9,760	\$1,315
2012	Jun	30	12,640	\$1,699
2012	Jul	30	12,720	\$1,759
2012	Aug	0	14,320	\$1,979
2012	Sep	30	13,840	\$1,913
	Annual Totals	320	167,920	\$22,250

Building: Public Library

Acct No: 438 829 4011 Utility Provider: Duke Progress Energy Description/Address: 509 S Dargan St, Florence Rate Sch: SGS - TOU & ALS Additonal Info: Public Library				
	Month	kW	kWh	Charge
2011	Dec	402	177,400	\$15,359
2012	Jan	410	184,400	\$15,825
2012	Feb	406	169,400	\$14,975
2012	Mar	398	167,400	\$14,787
2012	Apr	300	174,400	\$14,325
2012	May	318	168,400	\$14,230
2012	Jun	352	183,000	\$15,785
2012	Jul	386	197,600	\$17,340
2012	Aug	380	190,400	\$16,803
2012	Sep	376	208,600	\$17,470
2012	Oct	344	168,800	\$14,308
2012	Nov	354	170,200	\$13,883
	Annual Totals	4,426	2,160,000	\$185,088

Building: Public Service Building

Acct No: 547 272 3047 Utility Provider: Duke Progress Energy Description/Address: 2685 S Irby St, Florence Rate Sch: SGS - TOU & ALS Additional Info: Public Service Bldg.				
	Month	kW	kWh	Charge
2011	Dec	304	85,300	\$8,065
2012	Jan	371	83,900	\$8,402
2012	Feb	320	92,000	\$8,574
2012	Mar	297	81,400	\$7,676
2012	Apr	281	96,200	\$8,490
2012	May	279	92,000	\$8,303
2012	Jun	306	98,400	\$9,264
2012	Jul	332	104,800	\$10,226
2012	Aug	320	141,700	\$12,069
2012	Sep	267	146,900	\$11,523
2012	Oct	296	123,400	\$10,302
2012	Nov	321	147,400	\$11,126
	Annual Totals	3,694	1,293,400	\$114,020

Utility Rates:

Building Name	Utility Type and Unit Cost				
	Demand	Electricity	Nat. Gas	Water	Sewer
	Ann. kW	kWh	Therms	KGal	KGal
Public Library	\$4.890	\$0.070	NA	\$1.870	\$2.710
Public Services Building	\$4.890	\$0.070	NA	\$1.870	\$2.710
Law Enforcement Center	\$4.500	\$0.090	\$1.020	\$2.990	\$4.340