REQUEST FOR PROPOSALS

TO

SELECT AN ENERGY SERVICES COMPANY TO DEVELOP AND IMPLEMENT AN

ENERGY SAVINGS PLAN THROUGH AN ENERGY SAVINGS IMPROVEMENT PROGRAM

FOR THE STATE OF NEW JERSEY

DPMC PROJECT # A1232-00
NEW JERSEY STATE PRISON
3rd and FEDERAL STREET
TRENTON, NJ 08625

PROPOSALS DUE: NO LATER THAN 2:00 P.M., TUESDAY, SEPTEMBER 13, 2016

Attention: Catherine Douglass, Selection Coordinator

Dated: July 11, 2016

STATE OF NEW JERSEY
OPENING STATEMENT
DPMC PROJECT # A1232-00

Request for Proposal
To Select an Energy Services Company to Develop and Implement an Energy Savings Plan Through an Energy Savings Improvement Program

DPMC Classified Energy Services Companies:

Pursuant to the Energy Savings Improvement Program Law ("ESIP Law"), N.J.S.A. 52:34-25, *et seq.*, the STATE OF NEW JERSEY, DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION ("DPMC") is requesting proposals from classified Energy Services Companies ("ESCOs") to develop an Energy Savings Plan ("ESP") that can be implemented through a customized Energy Savings Implementation Program ("ESIP") for the facility (ies) identified within this Request for Proposals ("RFP"). The State expects that the awarded ESCO will provide a proposal setting forth energy conservation measures ("ECMs") for the facility through contracts in which the costs of the ECMs are paid for by the savings produced by the improvements.

The State has obtained a preliminary independent energy audit. The audit, 24-months of historical utility billings for the facility (ies) and the **mandatory** pre-proposal meeting and site visit will serve as the foundation on which a classified ESCO will base its ESP proposal to be submitted in response to this RFP. Please contact Catherine Douglass, Selection Coordinator for copies of the audit and utility bill information.

The DPMC will select an ESCO through the competitive evaluation process that ensures award to the ESCO whose proposal is most advantageous to the State. The contract will require the awarded ESCO to develop a comprehensive ESP and, as set forth in the contract, implement the ESP in accordance with the ESIP Law. **An ESCO must be classified by the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) as an Energy Services Company, Class C036, by the RFP proposal due date.** ESCO proposals for a preliminary ESP and its implementation shall be submitted in accordance with this RFP and fully comply with:

- The ESIP Law
- Board of Public Utilities Regulations, Orders, Directives Guidelines and Protocols

Each ESCO's proposal shall include: (1) a firm lump-sum fee (the "ESP Fee") to cover all costs associated with preparation of an Investment Grade Audit ("IGA") and ESP based on the preliminary independent energy audit; and (2) a projected price representing the estimated cost to the State to fully implement the ECMs identified in the preliminary independent energy audit (the "Implementation Cost Estimate"). The Implementation Cost Estimate is provided for the sole purpose of comparing the ESCOs' respective proposals, as the ECMs in the final approved ESP may differ from those identified in the preliminary independent energy audit.

A **mandatory** pre-proposal meeting and site visit for ESCOs will be held at **9:00 a.m.** on **Thursday,**

August 11, 2016 at New Jersey State Prison, 3rd and Federal Streets, Trenton**, NJ 08625**. Attendance at the pre-proposal meeting and the site visit is mandatory. The site visit will consist of a facility tour that will occur at the conclusion of the mandatory pre-proposal meeting. A proposal submitted by an ESCO that failed to attend the mandatory pre-proposal meeting and the site visit will be deemed non-responsive and the proposal will be rejected.

The deadline for proposals is **no later than 2:00 pm, September 13, 2016.** Proposals received after that time will not be accepted. Proposals may be mailed, hand delivered, or sent via courier.

Thank you for your interest.

Sincerely,

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
Catherine Douglass, Selection Coordinator

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Energy Savings Improvement Program (ESIP)
Request for Proposal:
General Guidelines and Instructions for Proposing ESCOs

The response to the RFP shall set forth the proposed fee (the "ESP Fee") to be paid to the ESCO to fully and completely develop an Investment Grade Audit ("IGA") and Energy Savings Plan ("ESP"), details of which are set forth more fully herein. In the event that the State elects to implement the ESP, the State and the ESCO will initially enter into a negotiated written Design Amendment setting forth the ESCO's obligation to provide all design services for implementation of the ESP. Once design of the ESP is complete, the State shall determine whether it desires to move forward with the ESP, in which event the State and the ESCO will enter into a negotiated written Construction Amendment setting forth the ESCO's obligation to provide all construction work, including all labor, materials, equipment and fees required for implementation of the ESP. The response to the RFP shall also set forth an estimated price for the cost of designing and implementing the ECMs identified in the preliminary independent energy audit (the "Implementation Cost Estimate"), which the State will use for the sole purpose of comparing the RFP responses of the respective ESCOs. The selected ESCO will not be limited to the ECMs identified in the preliminary independent energy audit when preparing the IGA and proposed ESP. Pursuant to the Amendment, the ESCO will procure all subcontract trades in accordance with the Energy Savings Improvement Program Law, N.J.S.A. 52:34-25, *et seq.*, (the "ESIP Law") and all applicable State contracting requirements.

Pursuant to N.J.S.A. 34:11-36, all ESIP work that meets the definition of "public work" is subject to prevailing wage rates. Each subcontractor chosen by the ESCO shall certify that all employees have completed a registered apprenticeship program that provided each trainee with combined classroom and on-the-job training under the direct and close supervision of a highly skilled worker in an occupation recognized as an apprenticeable trade, registered by the Office of Apprenticeship of the United States Department of Labor (the "Office") and meeting the standards established by the Office, or registered by a State apprenticeship agency recognized by the Office.

All calculations of project energy savings and greenhouse gas emissions/reductions shall be made in accordance with protocols developed and adopted by the New Jersey Board of Public Utilities. Energy savings calculations shall include all available State and Federal rebates, incentives and tax credits.

As is required under the ESIP Law, each ESCO must include an energy savings guarantee option in its proposal. The guarantee should be provided in the manner set forth on **EXHIBIT I**. The State, in its sole discretion may elect to accept or reject such energy savings guarantee.

An ESCO's proposal submitted in response to this RFP shall include a technical proposal consisting of a preliminary ESP based upon the preliminary independent energy audit prepared for the State, which shall provide the basis for the ESCO to develop an IGA and ESP for the fixed fee stated in the proposal. Should the State elect to accept the ESP, the State and the ESCO will then negotiate and execute an Amendment whereby the ESCO will design and implement the approved ESP for an agreed upon price.

Each ESCO's proposal shall include: (1) a firm lump-sum fee (the "ESP Fee") to cover all costs associated with preparation of an Investment Grade Audit ("IGA") and ESP based on the preliminary independent energy audit; and (2) a projected price representing the estimated cost to the State to fully implement the ECMs identified in the preliminary independent energy audit (the "Implementation Cost Estimate").

The ESIP Agreement contemplated by this RFP will require the awarded ESCO to perform the following tasks:

- Perform an IGA and prepare a detailed ESP that specifically identifies the ECMs, improvements and operational changes that are recommended to be installed or implemented at the facility. The ESP will produce sufficient energy savings to fund the ECM's installed at the States facility, throughout the duration of a 15-year Energy Savings Improvement Program (See Exhibit "E, Investment Grade Audit and Energy Savings Plan Terms & Conditions).

- Upon acceptance by the State of the ESP and negotiation and execution of an appropriate Amendment to the ESIP Agreement, prepare (through DPMC prequalified architects and engineers) all design documents required for construction and implementation of the project.

- Serve as the General Contractor or manager for the project, and be subject to all laws and requirements applicable to the State, including the ESIP law and all other applicable public bidding and public works contracting laws of the State of New Jersey. The ESCO shall be responsible for employing properly classified subcontractors and perform the duties generally associated with a General Contractor, including but not limited to project management, preparation and oversight of project schedules, supervision of subcontractors and installation work, responsibility to assure proper performance and quality of the work, payment of subcontractors and suppliers, project completion, and commissioning of ECMs.

- Coordinate with the State's project team as required.

- Apply for and allocate all applicable energy-related financial incentives, rebates and grants available by the State and Federal governments.

- Submit progress payment authorizations based on an agreed schedule of values.

- Facilitate energy savings reviews by the State's third party measurement and verification consultant and,

- Perform other tasks reasonably deemed to be necessary and appropriate by the contract documents.

The ESP Fee shall include all costs and expenses associated with preparation of the IGA and ESP. Should the State accept the ESP, the State and the ESCO shall endeavor in good faith to negotiate and execute an Amendment to the ESIP agreement obligating the ESCO to furnish all products and services necessary to fully develop and implement the ESIP, including

- **All Architectural/Engineering Services;**
- **All Estimating & Procurement Services;**
- **All Program Development Services;**
- **All General Conditions and General Requirements;**
- **All Insurance and Bonds;**
- **All Overhead, Profit and Risk costs; and**
- **Any other costs or fees required to fully and completely implement the ESP under the ESIP, to the extent permitted by law.**

The dollar amount of the Amendment shall **NOT** include the cost of maintenance services contracts, or third party verification of energy conservation measures and savings.

At the State's discretion the selected ESCO may contract separately with the State to assist in the development of post construction maintenance services programs. Once the State and ESCO have defined such programs to accommodate the State's requirements, the State, in its sole discretion, may publicly procure post construction maintenance service providers in accordance with all public procurement laws and policies. **An ESCO's ability to provide maintenance services programs utilizing in-house personnel will not be a factor in the selection of an ESCO for this project. Maintenance services programs and contracts are subject to the State's public procurement laws and are not part of the ESIP Law.**

Classified ESCOs shall submit proposals that are complete, thorough and accurate. Sales brochures and other similar material should not be included in an ESCO's proposal. The response shall be descriptive and will contain sections in the same order as provided in **Section V** entitled ***"Proposal Format & Contents"***. Classified ESCO's are instructed to clearly identify any requirement of this RFP that the ESCO cannot satisfy. An ESCO's failure to comply with all provisions of this RFP may result in the rejection of that ESCO's proposal as non-responsive.

Classified ESCOs are to direct all communications or questions regarding this RFP to the designated individual and within the specified time frame are not to contact other State officials or employees directly unless specifically directed by an authorized individual.

I. INTRODUCTION AND GENERAL INSTRUCTIONS

A. General Overview

This proposal is intended to provide the State with the ability to maximize energy and operational savings within the facilities specifically identified in **Section I**. The proposal received in response to this solicitation will provide the basis for the State to select a classified ESCO that will assist the State in this effort.

The State of New Jersey (the "State"), by and through the Division of Property Management and Construction ("DPMC") is seeking the comprehensive services of a classified Energy Service Company ("ESCO") to assist the State in the development and implementation of an Energy Savings Plan ("ESP") through an Energy Savings Improvement Program ("ESIP"). When implemented, the ESP and ESIP will conserve energy and improve energy efficiency within the specified facility(ies) delineated herein through the implementation of energy conservation, capital improvements, and other measures ("Energy Conservation Measures" or "ECMs") whose costs will be paid by the verified energy cost savings that result from implementation of the ECMs.

Subject to independent third party verification of the ESP and the State's review and approval thereof, the State intends to authorize the ESCO to implement the ESP through an ESIP, in accordance with the requirements of the Energy Savings Improvement Programs Law, N.J.S.A. 52:34-25 and N.J.S.A. 52:34-25.1 ("ESIP Law"). This will include, but not be limited to, performance of an Investment Grade Audit ("IGA") that expands upon the existing preliminary independent energy audit and preparation of an ESP. Subject to the State's acceptance of the ESP and the negotiation and execution of a mutually-acceptable Design Amendment by the State and the ESCO, the ESCO will design the ECMs and improvements and prepare the bid documents. Subject to the State's approval and acceptance of the ESCO's proposed design documents, the State and the ESCO will negotiate and execute a mutually acceptable Construction Amendment, under which the ESCO will enter into subcontracts, manage the construction, oversee commissioning and systems start-up, provide training for State staff, assist in energy grant/rebate/incentive program review and applications, and maintain the improvements *(*if included within the ESCO's contractual obligations, subject to the ESIP Law and this RFP's Guidelines and Instructions*)*.

The State has in its possession a preliminary independent energy audit that will be provided to all classified ESCOs requesting documents in response to this RFP. This preliminary independent energy audit is to be used by an ESCO as a guide to evaluate the preliminary energy usages and costs associated with the identified facility (ies), and to assist the ESCO in identifying potential ECMs that, if implemented under an ESIP, will reduce the energy usage of those facilities. For utility cost and usage analysis purposes, a complete 24 month history of the most recent utility bills (electric, natural gas, fuel oil, water, sewer, and propane) for each utility serving the facility (ies) identified in this RFP will also be provided to classified ESCOs requesting documents in response to this RFP. An ESCO will use this utility information to conduct its own utility cost and usage analysis, establishing the ESCO's own baselines from which its proposed, preliminary ESP savings will based. The preliminary independent energy audit, the 24 month utility histories, and mandatory pre-proposal meeting and site visit, will serve as the foundation for the ESCOs to develop ESP proposals in response to this RFP.

Upon award, the selected ESCO shall further analyze the preliminary independent energy audit while conducting its own IGA of the identified State facility. In combination with the preliminary

independent energy audit, the IGA will provide the foundation for a final, customized ESP that is responsive to the facility's unique requirements and will achieve maximum energy savings. The IGA will fully assess and establish accurate and reliable baselines for the facility's current energy usages and associated costs for the identified facility. The IGA will also identify, analyze, evaluate and recommend feasible ECMs and renewable energy systems including, but not limited to solar, wind, cogeneration and geothermal energy systems, develop specifications for the purchase/procurement of capital improvements, identify and prepare applications for all available energy grants, incentives and rebates, and arrange for all construction permits and implementation approvals; all with the ultimate goal to reduce the State's energy costs through improved energy efficiency and conservation.

The services and work encompassed by this RFP will be performed in three phases in accordance with the ESIP Law. In Phase I, the selected ESCO shall develop an IGA and ESP to be reviewed and approved by the State. The ESP shall, among other things, (i) include the results of the preliminary independent energy audit, (ii) describe the ECMs that will comprise the program, (iii) estimate greenhouse gas reductions, (iv) identify design and compliance issues that require the services of an architect or engineer and the person(s) who will provide these services, (v) assess the risks involved in the successful implementation of the program, (vi) identify eligibility for the PJM Independent System Operator demand response and curtailable service programs, and (vii) include calculations of all costs of implementing the proposed ECMs and projected energy savings.

Subsequent to the approval and official adoption of all or part of the ESP, the State, in its sole discretion, may authorize the ESCO to proceed to Phase II. Should the State decide to proceed to Phase II, the State and the ESCO shall negotiate and execute a Design Amendment for the design of the ESP. The State is under no obligation to proceed past the receipt and review of the ESP. However, should the State decide not to proceed to Phase II, the State shall compensate the ESCO for the development of the ESP at the lump sum amount stated in the ESCO's proposal.

Subsequent to the ESCO's completion of the design documents under First Amendment, the State, in its sole discretion, may authorize the ESCO to proceed to Phase III. Should the State decide to proceed to Phase III, the State and the ESCO shall negotiate and execute a Construction Amendment for the construction and implementation of the ESP. In Phase III, the ESCO will implement the approved ESP. The State is under no obligation to proceed past the completion of design under Phase II. However, should the State decide not to proceed to Phase III, the State shall compensate the ESCO for the preparation of design documents as provided in the executed Design Amendment.

B. Purpose of RFP

This RFP seeks submissions from ESCOs, duly classified by the DPMC, setting forth a comprehensive, customized preliminary ESP that can be implemented through a performance-based ESIP. The State requests that a classified ESCO provide the necessary information regarding its experience in the energy conservation industry, and expertise in the development and implementation of successful performance-based energy efficiency programs, including project development, design, engineering and financing, construction management and training required to implement and support a viable energy conservation program for a 15 year contract term, which shall commence upon completion of construction.

C. Performance Contracting Defined

For purposes of this RFP, "performance-based energy services contract" means a contract for energy efficiency services and equipment in which the payment obligation of the facility(ies) is supported solely by savings attributable to the installation of ECMs at the State facility (ies) that are the subject of this RFP for the term of the contract. At its sole discretion, the State may also choose to separately purchase an energy savings guarantee that would obligate the ESCO, throughout the duration of the contract term, to reimburse the State for any shortfall margins that may occur between actual energy savings and project payment costs. The ESCO must offer such a guarantee to the State in accordance with the Energy Savings Improvement Program Law, N.J.S.A. 52:34-25, *et seq*.

D. BUILDINGS INCLUDED IN ENERGY CONSERVATION MEASURES

Each ESCO is expected to propose a preliminary ESP that addresses and resolves the specific ECMs identified for the buildings listed below.

Reponses must include proposals for each of the following buildings:

Building Number	**Building Name**	**Facility Area** (Sq Ft)
01	Cell Wing #1	21,051
02	Cell Wing #2	21,680
03	Kitchen	17,457
04	Dining & Assembly	16,043
05	Commissary	15,127
06	Cell Wing #4	14,412
07	Cell Wing #3, #5	8,812
08	Classroom and Offices	11,710
09	Industrial Building	58,659
10	Laundry Building	10,339
11	Cell Wing #6	12,448
13	Cell Wing #7	21,600
14	North Wing	172,097
15	South Wing	78,254
16	Front House	18,525
17	Gymnasium	21,935
18	Powerhouse	33,094
	TOTAL	

There is no building 12
Building areas from 1995 Vitetta Facility Assessment.

Because some of the ECM's contained in the preliminary energy audit have been completed or the use of the buildings may have changed, the following ECM's and capital improvements that ESCO's should omit from the preliminary ESP proposals are:

No ECM's from the preliminary energy audit are to be omitted

The following are the ECMs and capital improvements that the ESCOs must include in the development of its preliminary ESP proposals. Listed below are specific ECMs to be addressed:

A	Lighting Level adjustment	
B	Lighting Upgrades	
C	Glazing Upgrades	
D	LED Exit Signs	
E	Multi-zone air handling units and energy recovery system	
F	Re-Roofing	
G	Building HVAC Controls Upgrades	
H	Laundry Building – Washing Machine Upgrades	
I	Kitchen Refrigeration Upgrades	
J	Cogeneration Facility	

II. THE SELECTION PROCESS

A. Timetable

The DPMC anticipates that the selection process described below will follow the schedule of critical dates:

ANTICIPATED SCHEDULE OF EVENTS

Activity	Date
Request for Proposal Released	**TUESDAY, JULY 12, 2016**
Mandatory Pre-Proposal Meeting and Site Visit	**THURSDAY, AUGUST 11, 2016**
Cut-off date for ESCO questions and requests for clarifications	**MONDAY, AUGUST 22, 2016**
State responses to all ESCO questions and requests for clarifications	**MONDAY, AUGUST 29, 2016**
Proposals Due	**TUESDAY, SEPTEMBER 13, 2016**
Selection of short list for interviews	**TUESDAY, SEPTEMBER 27, 2016**
Commence oral interviews conducted of finalist/short-listed ESCOs	**TUESDAY, OCTOBER 4, 2016**
Reviewer recommendations to State	**TUESDAY, OCTOBER 11, 2016**
State Recommendation to select ESCO and award contract	**THURSDAY, OCTOBER 13, 2016**
Contract executed	**THURSDAY, OCTOBER 20, 2016**

B. Mandatory Pre-Proposal Conference and Site Visits

The State will conduct a mandatory pre-proposal meeting and site visit of the buildings that have been included within the scope of this RFP. The pre-proposal meeting is mandatory to ensure that proper communication is established between the State and classified ESCOs, that the State's program expectations are addressed and understood by all ESCOs, all relevant project data is delivered to the ESCOs and that all facility inspections are properly coordinated through designated personnel. The mandatory pre-proposal meeting and site visit will occur **at 9:00 am on Thursday, August 11, 2016** at **NEW JERSEY STATE PRISON, 3rd and Federal Streets, Trenton, NJ 08625.** The State reserves the right, at its discretion, to schedule one or more additional site visits on another day and/or subsequent days if circumstances require. All questions from participating ESCOs shall be in writing, and, together with all responses by the State, shall be distributed to all participating ESCO in a written Bulletin, which shall become part of the contract documents.

Any participating ESCO may submit a written request for information or clarification up to the cut-off date provided in paragraph "A" above. The State shall respond in writing to each such request and shall distribute all requests and responses to all participating ESCOs. All such requests and responses shall become part of the contract documents.

Proposals will not be accepted from an ESCO that has not participated in the mandatory pre-proposal meeting and site visit of the buildings included within the scope of this RFP.

C. Submission of Proposals

Classified ESCOs shall submit proposals within the time frame and in the manner described in **Sections IV** and **V** of this RFP.

III. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. Proposal Evaluation Procedure

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. ESCOs shall submit proposals that are complete, thorough and accurate. Sales brochures and other similar materials should not be included in an ESCO's proposal. The proposal shall be descriptive and contain sections in the same order as provided in **Section V of this RFP**. An ESCO's failure to comply with all provisions of the RFP may result in rejection of the ESCO's proposal.

All proposals will be evaluated by the State. The State may conduct oral interviews with finalists to clarify information provided in the proposals. The State will make its final selection based upon the criteria set forth in this RFP. The award shall be made to the responsible ESCO whose responsive proposal is determined to be the most advantageous to the State.

No proposal may be withdrawn for a period of sixty (60) calendar days following the proposal due date. Proposals, proposed amendments to proposals, or withdrawal requests received after the proposal due date will not be accepted regardless of when mailed. Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised due date or any authorized postponement of the due date. Proposals received after the proposal due date will not be considered.

The State will reject the proposal of any ESCO determined not to be responsible consistent with applicable law and/or whose proposal is deemed to be non-responsive. The State reserves the right to waive minor variances or irregularities in responses to this RFP if the State deems such a limited waiver to be in the best interests of the State. Any such waiver will not modify any other RFP requirements nor excuse any ESCO from full compliance with the RFP specifications and other legal requirements.

B. Proposal Evaluation Criteria

Proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses. The criteria are not necessarily listed in order of significance.

1. Company Overview, Organization and Qualifications (20%)

The ESCO shall demonstrate capabilities, experience, expertise, financial strength and stability, resources, and a proven track record for planning, developing and implementing successful energy conservation projects that are similar in form to the proposed project described in this RFP. The ESCO should demonstrate a record of experience with ESIP-type projects, including not less than three ESIP-type projects within the last five years, in which energy savings were calculated and verified as occurring in a manner consistent with projected results. A brief summary of three additional projects may be included at the ESCO's election and may be given weight in scoring. These secondary references may be from various types of projects that demonstrate the experience, expertise, resources and capabilities of the ESCO in the energy efficiency and conservation industry. The ESCO shall also provide general information regarding its firm's organization, core business and background, and approach to program development.

The ESCO shall provide an organizational chart representing the ESCO's team for the project, including the relevant experience of each in the planning, development and implementation of ESIP-type Energy Savings Plans, together with other staffing information relevant to a determination regarding the qualification of each such individual to foster the development of the proposed program. Current resumes of all staff potentially involved in the program shall be provided.

2. Approach to Energy Savings Plan Development and Implementation (25%)

Proposals shall include a detailed and sound technical approach to meeting the State's energy efficiency objectives. The proposal shall include the ESCO's preliminary ESP, which shall be based upon the State's preliminary independent energy audit report, the ESCO's analysis of the 24 month utility data, and the ESCO's attendance at the mandatory pre-proposal meeting and site visit of the State's facility (ies) identified within this RFP.

Detailed information shall also be provided regarding the ESCO's approach to ESP project planning and development, energy auditing, engineering, savings analyses and calculation methodology, project management, waste management, method of calculation of the optional energy savings guarantee, and projection and verification of energy savings. The ESCO must demonstrate its capabilities and methodologies regarding training, staff support, management and associated programs proposed for the State, obtaining State and Federal incentives (such as Board of Public Utilities programs including Pay-for-Performance, SmartStart, etc.) with documented rebates and grants.

3. Ability to Implement Project (15%)

An ESCO shall demonstrate its capability to carry out the tasks and responsibilities outlined in the proposal in a prompt and efficient manner with minimal disruption to the State. In support of this criterion, the ESCO shall furnish a preliminary schedule showing major milestone dates, including those relating to design and construction of the proposed ESP.

4. Project Comprehensibility and Energy Savings Projections (25%)

The ESCO shall demonstrate the ability to responsibly maximize the net economic benefit of the project to the State while minimizing financial and performance risks. Proposals shall be compared based on the overall value of the proposal to the State in terms of projected program costs, energy savings and environmental benefits. Factors that will be considered include the duration of the ESIP, projected economic benefit to the State, level of savings projected to be achieved in the facilities included within the scope of this RFP, level of guaranteed energy savings (in dollars), length of simple payback to the State, and projection of the cash flows that will be generated by the program. For proposal purposes, the ESCO shall use a standardized 5% interest rate in its project financial pro forma calculations. The financial terms are to be set forth on **FORM VI**: ***ESCO's Preliminary Energy Savings Plan: ESCO's Preliminary Annual Cash Flow Analysis Form.***

Projections should come from the Energy Savings Plan through an ESIP, as determined by the results of the preliminary independent energy audit, 24 month utilities data, and site visit of the State's facility (ies) identified within this RFP. The costs should include, but not be limited to the cost of all proposed ECMs, costs of construction including the costs of suppliers and subcontract trades at prevailing wages, potential break-up fees, and risks associated with the failure to implement the project.

5. Proposed ESP Fee and Implementation Cost Estimate (15%)

The ESCO shall demonstrate the ability to responsibly maximize the net economic benefit of the project to the State while minimizing financial and performance risks. The proposed ESP Fee and Implementation Cost Estimate shall cover all costs associated with the program that are required to fully develop and implement the Energy Savings Plan through an ESIP. The fees are to be set forth on **FORM V**: ***ESCO's Preliminary Energy Savings Plan: ESCO's Proposed Final Project Cost Form.*** The breakdown by percentage of the estimated hard costs stated in the ESCO's proposal to determine that portion of the ESP Fee payable to the ESCO for each phase of the project will be utilized to determine the percentages of the actual fees payable to the ESCO based upon the approved scope of work, and will not be subject to further negotiation post-award.

The ESP Fee must include the cost of the IGA and ESP based upon the ECMs identified in the State's independent preliminary energy audit. The Implementation Cost Estimate must include the ESCO's best estimate of the full cost to design, construct and implement the ESP, also based upon the ECM's identified in the State's independent preliminary energy audit.

C. Development and Implementation of Energy Savings Plan

1. Investment Grade Energy Audit Agreement

After the State determines the ESCO best meeting the selection criteria, the State and ESCO shall execute a Contract Agreement setting forth the terms and conditions under which the IGA will be conducted. The State and the ESCO will develop and refine the preliminary ESP scope of work and ensure that the State has appropriate input into the development of the final project prior to implementation of the ESIP. The IGA shall include, but not be limited to, a detailed energy analysis and feasibility study of the State's facilities, review and analysis of the independent energy audit, conceptual engineering design for all proposed ECMs, establishment of project implementation schedules, arrangements for necessary permits and approvals, completion of appropriate State and Federal energy grant/rebate/incentive applications, and procurement plans for subcontractors in accordance with ESIP and public bidding requirements. The results of the IGA will be incorporated by the ESCO into a proposed ESP. The ESP describes the ECMs that are planned and the cost calculations that support how the plan will pay for itself in energy savings.

Pursuant to the ESIP Law, N.J.S.A. 52:34-25(d)(2), an Energy Savings Plan shall:

1. Contain the results of an Investment Grade Energy Audit;

2. Describe the energy conservation measures that will comprise the ESP;

3. Estimate greenhouse gas reductions resulting from those energy savings;

4. Identify all design and compliance issues that require the professional services of an architect or engineer and identify who will provide these services;

5. Include an assessment of risks involved in the successful implementation of the plan;

6. Identify the eligibility for, and costs and revenues associated with the PJM Independent System Operator for demand response and curtailable service activities;

7. Include schedules showing calculations of all costs of implementing the proposed energy conservation measures and the projected energy savings;

8. Identify maintenance requirements necessary to ensure continued energy savings, and describe how they will be fulfilled; and

9. A description of, and cost estimates for an energy savings guarantee, as an option available to the State.

Upon the State's acceptance of the successful ESCO's proposal, the State and the awarded ESCO will execute the Contract Agreement and the ESCO shall conduct the IGA and prepare its proposed ESP. Upon completion of the IGA, the ESCO shall present the ESP to the State within **90** days after the date of award. The ESP shall identify all recommended ECMs to be implemented within the ESP and shall include proposed detailed technical and financial terms for the program and transaction. The ESCO will also prepare a proposed schedule of work and planned completion dates for the State's approval. The State, in its sole discretion may either conditionally accept the ESP as submitted or may request that the ESCO modify the scope of the ESP, and then conditionally accept the ESP as modified, or may decide not to proceed with implementation of the ESP. If the State decides not to implement the ESP, the Contract Agreement may be terminated without further financial obligation by the State beyond payment for the ESCO's preparation of the IGA and ESP.

2. ESIP Design Amendment

Upon the State's determination that the ESP, either as originally submitted by the ESCO or as modified following State review, is conditionally feasible and acceptable, the State will independently contract with a qualified third party to verify that the projected energy savings to be realized from the proposed ESP have been appropriately calculated as required by the ESIP Law. Upon third party verification, and the State's acceptance and adoption of the ESP as its ESIP, the State and ESCO shall negotiate and execute a Design Amendment to the Contract Agreement, under which the ESCO will render all professional design services required to prepare construction plans and specifications for construction and implementation of the ECMs identified in the approved ESP. The Design Amendment shall meet the State's program goals and shall incorporate the State's standard General Conditions and Supplemental General Conditions for Energy Savings Performance Contracts, see Exhibits "J" and "K" respectively, to the form Contract Agreement attached to this RFP package. Included in the Design Amendment will be the necessary Estimating services that will be submitted to DPMC Plan Review at the 50%, 90% and Final Design submissions. The Design Amendment will include as a separate line item the adjustment to the IGA Fee based on the agreed percentage on Form V of the RFP Response and the Estimated Hard Cost in the accepted Energy Savings Plan. This adjusted amount will be included in the Design Amendment

Upon the State's acceptance and execution of the Design Amendment, the ESP will be submitted to the Board of Public Utilities ("BPU"). The plan will be posted on the BPU's and State's/DPMC's websites, and the ESCO will commence preparation of design documents for construction and implementation of the ECMs identified in the approved ESP.

If the State and the awarded ESCO fail to execute the Design Amendment within sixty (60) days following submission of the final ESP, the State in its sole discretion may terminate negotiations with the ESCO, reimburse the ESCO for the cost of preparing the IGA and ESP in accordance with the Contract Agreement, and proceed to close out the Contract Agreement.

3. ESIP Construction Amendment

Upon the ESCO's completion of design services under the Design Amendment to the Contract Agreement, the ESCO will promptly provide the plans and specifications for construction and implementation to the State for review. Upon the State's acceptance of the plans and specifications, the State and ESCO shall negotiate and execute a Construction Amendment to the Contract Agreement, under which the ESCO will construct the ECMs and implement the ESIP as provided in the approved ESP. The ESCO's performance under the Construction Amendment shall be governed by the State's standard General Conditions and Supplemental General Conditions for Energy Savings Performance Contracts, see Exhibits "J" and "K" respectively, to the form Contract Agreement attached to this RFP package. Included in the Design Amendment will be the necessary Estimating services that will be submitted to DPMC Plan Review at the 50%, 90% and Final Design submissions. The Construction Amendment will include as separate line items, the adjustments to the Project Service Fee's, based on the agreed percentage on Form V of the RFP Response and the Estimated Hard Cost in the Final Design Submission. These adjusted amounts will be included in the Construction Amendment

If the State and the awarded ESCO fail to execute the Construction Amendment within sixty (60) days following submission of the final plans and specifications, the State in its sole discretion may terminate negotiations with the ESCO, reimburse the ESCO for the cost of preparing the plans and specifications in accordance with the Contract Agreement, and proceed to close out the Contract Agreement.

A qualified third party shall verify that the ECMs, when commissioned or placed in service, achieve the level of savings projected in the ESP and that the plan satisfies all protocols adopted by the BPU. The State shall be responsible for procuring and compensating all such third party measurement and verification services.

IV. RFP AND PROCEDURES

A. Point of Contact

All questions concerning this RFP and the procedures for responding to the RFP shall be directed to:

Division of Property Management &Construction
Contracts and Procurement Unit
33 W. State Street, 9th Floor
Trenton, NJ 08625
Attn: Catherine Douglass, Selection Coordinator
(609) 777-3094
catherine.douglass@treas.nj.gov

B. Submission of Proposals

The ESCOs must submit an original and **seven (7)** bound copies of its proposals to the Selection Coordinator **no later than 2:00 p.m., Tuesday, September 13, 2016.**

Each proposal shall be duly executed by an authorized representative of the ESCO and shall clearly identify the address of and a contact person for the proposing firm, and the name and title of the person who prepared the proposal. Proposals by partnerships shall be signed in the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and title designation of an individual authorized to bind the corporation. All corrections, erasures or other forms of alteration to prices must be initialed in ink by the Proposer. Proposals must be received by the date and time provided, at the below address, after which time they will no longer be accepted.

Submission of proposals in response to this RFP shall be mailed, hand-delivered or sent via courier to Catherine Douglass at the address provided above. All submissions shall be clearly marked **"RFP Response: Project No. A1232-00, Energy Savings Improvement Program**. Please use the 08608 zip code if a delivery service (FedEx, UPS, etc.) is used.

C. Questions or Requests for Information

Classified ESCOs shall direct all questions or requests for information or clarifications in writing, by electronic mail or facsimile, to the Selection Coordinator at the address above (if by facsimile, to fax number (609) 777-1970.) All questions and/or requests for information must contain contact information for the primary person to whom the response can be directed. Responses to all questions received will be distributed to all participating firms in the form of a Bulletin.

All questions and/or requests for information must be submitted in writing and reference the section of the RFP and page number to which the question and/or the RFP pertains. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Except for questions regarding RFP formatting or procedure, there will be no response to oral inquiries. Questions must be submitted **no later than 2:00 p.m., Monday, August 22, 2016**. Classified ESCOs are urged to submit questions pertaining to substantive terms of the RFP or the proposed contractual relationship as soon as possible, so as to maximize the time available to respond to those questions before the proposal is due.

The State shall forward to each submitting ESCO all submitted questions received by the State together with the State's responses thereto in the form of a Bulletin.

D. Public Access to Submissions

Pursuant to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, *et seq.* ("OPRA"), following award of this contract, all firms are welcome to review all technical proposals, score sheets, and all other contract documents. Firms can schedule a review appointment by contacting the DPMC Selection Coordinator Catherine Douglass at (609) 777-3094 to schedule an appointment.

If a proposal includes any proprietary data or information that the ESCO does not want disclosed to the public, such data or information must be specifically designated as such on each page on which it is found. The ESCO must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the ESCO accordingly. The State will not honor any attempt by an ESCO to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to an ESCO's assertion of confidentiality with which the State does not concur, the ESCO shall be solely responsible for defending its designation.

Because of the need for public accountability, the following information regarding the proposal shall not be considered proprietary, even if such information is designated as such: pricing terms and non-financial information concerning compliance with RFP specifications, savings guarantees, and warranties. The State cannot guarantee that information designated as proprietary may not otherwise be required to be disclosed in accordance with the laws of the State of New Jersey, including, but not limited to, the provisions of OPRA.

E. Right to Reject

The State reserves the right to accept any responsive proposal, to reject any and all proposals, and to waive irregularities or formalities if deemed to be in the best interests of the State. The State shall reject the proposal of any ESCO that is determined not to be a responsible proposer, or whose proposal is determined by the State to be non-responsive.

The State reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by the State of a response to this RFP confers no rights upon the ESCO, nor any obligations upon the State.

F. Cost of Proposal Preparation

The costs of preparing a proposal in response to this RFP, including, but not limited to the costs associated with site visits and preliminary engineering analyses, will not be reimbursed by the State.

V. PROPOSAL FORMAT AND CONTENTS

Proposals must be submitted in the format outlined herein, with each of the prescribed forms completed in full (with the exception of any sections described as optional). Any proposal not utilizing this format will be considered non-responsive. Each proposal will be reviewed prior to substantive evaluation for completeness and responsiveness. The State reserves the right to eliminate from further consideration any proposal deemed by the State to be substantially or materially non-responsive to the requests for information contained herein.

The response to each of the forms and sections described below shall begin on a separate page. Each page should clearly indicate the name of ESCO submitting the proposal.

A. Outline of Proposal Contents

Each ESCO shall respond fully to all questions and requests for information set forth in each category below. Responses shall be provided on 8 ½ x 11" sheets of paper, with the number and title of each answer referenced by category. Font size shall be no smaller than 10 point. All pages provided shall be numbered sequentially. The ESCO shall also include a Table of Contents that indicates the section and page numbers that correspond with the information included.

The following is the format outline of the requirements for proposal contents described in this section:

Section A. Table of Contents

Section B. Executive Summary

Section C. ESCO's Background and Qualifications

Section C-1 General Information: ESCO—**FORM I**

Section C-2 Supplemental ESCO Information

Section C-3 Project Organizational Chart, Project Team Resumes and Key Personnel Sheet – **FORM VII**

Section C-4 Presentation of Completed Energy Conservation Projects/Relevant Experience

Section C-5 Required Forms

- Certificate of Insurance
- State of New Jersey Public Works Registration
- State of New Jersey Business Registration Certificate
- Non-Collusion Affidavit **(EXHIBIT A)**
- Contractor Certification of Classification **(EXHIBIT B)**
- Affidavit Regarding List of Debarred, Suspended, or Disqualified Contractors **(EXHIBIT C)**
- ESCO Certification of Qualification and Credentials **(EXHIBIT D)**
- ESCO Signature Form **(EXHIBIT E)**
- MacBride Principles (**EXHIBIT F)**
- Chapter 92 **(EXHIBIT G)**
- Disclosure of Investment Activities in Iran **(EXHIBIT H)**
- Mandatory Equal Employment Opportunity Language

Section D. Technical Aspects of Proposal

Section D-1: Technical Summary; Preliminary Energy Savings Plan—**Forms II, III, IV & VIII**

Section D-2: Preliminary Energy Savings Plan: Energy Conservation Measures (ECMs)

Section D-3: ESCO's Management Approach to ESP Development and Implementation

Section D-4: ESCO's Preliminary Schedule for Completion of Project

Section D-5: Description of Savings Calculations, Monitoring, Measurement and Verification, and Performance Guarantee – **Exhibit I**

Section D-6: Description of Post Construction Training and Services

Section E . Financial Aspects of the Proposals

Section E-1: Financials: ESCO Fees and Preliminary Projections of Program Cash Flow **—FORMs V and VI**

Section E-2: Utility and Other Rebates and Incentives Available for Project

Section E-3: Additional Information: Financial Aspects of Proposal

B. Executive Summary

The ESCO's proposal shall include a concise abstract, no more than six (6) pages in length, regarding its proposed preliminary Energy Savings Plan. The ESCO shall briefly describe the most important aspects of its proposed Energy Savings Plan, highlighting the ESCO's qualifications and containing a detailed statement explaining why the ESCO is most qualified and best suited to assist the State in the final development of an Energy Savings Plan and, ultimately, the Energy Savings Improvement Program.

C. ESCO's Background and Qualifications

Section C of the proposal must contain the following information about the ESCO:

1. General Information: Provide general information about the ECSO; addresses, telephone numbers, names of contact persons and lead personnel should be provided on **FORM I.** Provide as **Section C-1**

2. Supplemental ESCO Information: Provide responses to listed questions. Provide as **Section C-2.**

    a. Describe your firm's core business and organizational structure.
    b. State whether ESCO is a manufacturer of, or is associated with a particular product or product line as an authorized supplier, distributor, or installer.
        i. If so, the products manufactured shall be identified and/or such product associations or relationships shall be described with specificity.
        ii. State whether any products identified in response to this section will be proposed for use by the State as part of the ESP.
    c. The ESCO shall state whether it is owned, in whole or in part by, affiliated with, or is a division or subsidiary of a public utility or fossil fuel supplier.
        i. If so, identify the company with which the ESCO is affiliated or by which the ESCO is owned.
    d. State the percentage of ESCO's business that is devoted to energy-savings related services, including, but not limited to, energy efficiency and conservation, energy supply management,

renewables, demand response, and power purchase arrangements.

e. State whether ESCO utilizes open protocol system architecture.

   i. Identify and describe with specificity any proprietary solution to be offered that is incompatible with open protocol system architecture.

3. Project Organizational Chart and Project Team Resumes: The ESCO shall provide an organizational chart representing the ESCO team dedicated to this program, with resumes for each individual identified as a lead person for the ESCO on **FORM I**. Provide these materials as **Section C-3.**

4. Presentation of Completed Energy Conservation Projects: The ESCO shall demonstrate prior relevant work experience of the ESCO in the development and implementation of performance-based ESIP-type energy efficiency, conservation and renewable energy projects during the last five years. For each such project, the ESCO shall set forth:

   A. Customer's name and address, and date of project completion;
   B. Number and types of ECMs implemented and total project cost;
   C. Type of contract (e.g. shared savings, performance contract, sale, lease-purchase, etc.);
   D. Brief description of the project, including nature of facilities and verified energy savings achieved.
   E. Contact information for a reference person for the project (office phone & email, if available).

   The ESCO must provide at least three (3) references for ESIP-type projects completed within the last five years. A brief description of up to three (3) additional projects may also be provided and may be accorded weight in scoring. The ESCO's primary three reference projects must be projects that the ESCO has successfully implemented and monitored within the last five years. Secondary references can represent various project types that reflect the ESCO's experience, expertise, resources and capabilities in the energy efficiency and conservation industry.

5. Required Forms:

   - Certificate of Insurance. Provide as **Section C-5.1**
   - State of New Jersey Public Works Registration. Provide as **Section C-5.2**
   - State of New Jersey Business Registration Certificate. Provide as **Section C-5.3**
   - Non-Collusion Affidavit **(EXHIBIT A).** Provide as **Section C-5.4**
   - Contractor Certification of Classification **(EXHIBIT B)**
   - Affidavit Regarding List of Debarred, Suspended, or Disqualified Contractors **(EXHIBIT C).** Provide as **Section C-5.9**
   - ESCO Certification of Qualification and Credentials **(EXHIBIT D).** Provide as **Section C-5.10**
   - ESCO Signature Form **(EXHIBIT E).** Provide as **Section C-5.11**
   - MacBride Principles **(EXHIBIT F)**
   - Chapter 92 **(EXHIBIT G)**
   - Disclosure of Investment Activities in Iran **(EXHIBIT H)**

   The State will only accept and consider proposals from firms that satisfy all of these Project Qualifications Criteria and that produce all of the required documents in proper form. The State will not consider proposals from firms that do not fully satisfy these criteria.

D. Technical Aspects of the Proposal

Section D of the proposal should contain the following information about the ESCO's preliminary Energy Savings Plan and technical approach to meeting the Board's energy efficiency and conservation objectives:

1. Technical Summary; Preliminary Energy Savings Plan: Information regarding the specific Energy Conservation Measures the ESCO proposes to implement within the facilities under the proposed ESP shall be included within this Section. ESCO's shall utilize **FORMs II, III, IV and VIII** to present their proposed ECMs, projected program costs, projected annual energy savings, estimated payback periods, calculated baseline information for costs and savings, avoided greenhouse gas and other emissions associated with the proposed preliminary ESP and an analysis of the potential rebates/incentives. Provide as **Section D-1**

2. Preliminary Energy Savings Plan: Energy Conservation Measures: A detailed description of all ECMs, including mechanical, electrical and structural systems, proposed for each building identified within the RFP. The description must include general scope, technical methodology and analysis, savings associated with each measure, financial impact, and any special service requirements associated with the scope of work and anticipated post-construction costs. This information shall be provided as **Section D-2**.

3. ESCO's Management Approach to ESP Development and Implementation: ESCOs shall describe their firm's general approach to the development and implementation of Energy Savings Plans and Energy Saving Improvement Programs. In addition, a detailed description of the ESCO's approach to project and construction management, including the ESCO's approach to the installation of ECMs, should be included. This information shall be provided as **Section D-3**.

4. ESCO's Preliminary Schedule for Completion of Project: A copy of the ESCO's preliminary schedule for completion of the project shall be provided as **Section D-4**.

5. Description of Savings Calculations, Monitoring, Measurement and Verification, and Program Guarantee: A detailed description of the ESCO's methodology to calculate energy savings, and the method proposed to be used for the duration of this project to measure the energy savings achieved in each building within the scope of this RFP as a result of the ESCO's efforts, including methods to adjust for factors such as weather or changes in the structure or use of the buildings. The ESCO should also describe the cost, terms and conditions, including metering and verification protocols, regarding the energy savings Guarantee **(Exhibit I)** that the ESCO would offer to the State. This information shall be provided as **Section D-5**.

6. Description of Post Construction Training and Services: A detailed description regarding how the ESCO would train, support, manage and work with the State's existing staff to provide post-construction services, such as maintenance programs, for the ECMs and related systems implemented under an ESIP. This information shall be provided as **Section D-6**.

E. Financial Aspects of the Proposal

1. ESCO Fees and Preliminary Projections of Program Cash Flow: A detailed description of the ESCO fees, costs and preliminary program cash flow projects shall be provided on **Forms V and VI** as **Section E-1 .**

2. Utility and Other Rebates and Incentives Available for Project: A detailed description of all State and Federal tax benefits and energy grants, rebates and incentive programs the ESCO anticipates to incorporate into its proposal shall be provided as **Section E-2** .

3. Additional Information: Financial Aspects of Proposal: Additional information regarding the financial aspects of the proposed project may be included in the proposal as **Section E-3 (*optional)***.

FORM I

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
GENERAL INFORMATION: CONTRACTOR
New Jersey State Prison, Trenton, NJ 08625
ENERGY SAVING IMPROVEMENT PROGRAM

1. Name of firm: _____

2. Address: _____

_____

_____

3. Contact person for this project (name & title): _____

4. Telephone number of contact person: _____

5. Email Address of contact person: _____

1. Lead personnel for this project (persons who will have supervisory or other responsibility for the work to be performed). Please list all personnel below:

Name	Title

FORM II

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
ENERGY CONSERVATION MEASUREs (ECMs) SUMMARY FORM
New Jersey State Prison, Trenton, NJ 08625
ENERGY SAVING IMPROVEMENT PROGRAM

ESCO Name: _____

Proposed Preliminary Energy Savings Plan: ECMs (Base Project)	Estimated Installed Hard Costs (1) $	Estimated Annual Savings $	Estimated Simple Payback (years)
1. Lighting Level Adjustment			
2. Lighting Upgrades			
3. Glazing Upgrades			
4. LED Exit Signs			
5. Multi-zone Air Handling Units and Energy Recovery System			
6. Re-Roofing			
7. Building HVAC Controls Upgrades			
8. Laundry Building – Washing Machine Upgrades			
9. Kitchen Refrigeration Upgrades			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
*Add additional lines as needed** **Project Summary:**			

Optional ECMs *Considered, but not included with base project at this time*	Estimated Installed Hard Costs[1] $	Estimated Annual Savings $	Estimated Simple Payback (years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10. *Add additional lines as needed**			

(1) The total value of Hard Costs include: Labor Costs, Subcontractor Costs, General Conditions, Cost of Materials and Equipment, Temporary Facilities and Related Items, and Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, Mark-ups, Overhead, Profit, etc.

FORM III

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
PROJECTED ANNUAL ENERGY SAVINGS DATA FORM
New Jersey State Prison, NJ 08625
ENERGY SAVING IMPROVEMENT PROGRAM

ESCO Name: _____

The projected annual savings for each fuel type MUST be completed using the following format. Data should be given in the form of fuel units that appear in the utility bills.

Energy/Water	**ESCO Developed Baseline (Units)** (2)	**ESCO Developed Baseline (Costs $)** (2)	**Proposed Annual Savings (Units)** (3)	**Proposed Annual Savings (Costs $)** (3)
Electric Demand KW				
Electric Energy KWH				
Natural Gas (ccf)				
Fuel Oil (Gallons)				
Steam (Lbs)				
Water (Gallons)				
Other (Specify) (Units)				
Other (Specify) (Units)				
AVOIDED EMISSIONS (1)	**Provide in Pounds (Lbs)**			
NOX	Lbs			
SO_2	Lbs			
CO_2	Lbs			

(1) ESCOs are to use the rates provided by BPU as part of this RFP to calculate Avoided Emissions. Calculation for all project energy savings and greenhouse gas reductions will be conducted in accordance with adopted NJBPU protocols
(2) "ESCOs Developed Baseline": The State's current annual usages and costs as determined by the proposing ESCO; based off the State's utility information as provided to proposing ESCO.
(3) "Proposed Annual Savings": ESCOs proposed annual savings resulting from the State's implementation of the proposed ESP, as based upon "ESCOs Developed Baseline".

FORM IV

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
PROJECTED ANNUAL ENERGY SAVINGS DATA FORM IN MMBTUs
New Jersey State Prison, Trenton, NJ 08625
ENERGY SAVING IMPROVEMENT PROGRAM

ESCO Name: _____

The projected annual energy savings for each fuel type MUST be completed using the following format. Data should be given in equivalent MMBTUs.

ENERGY	ESCO Developed Baseline	ESCO Proposed Savings Annual	Comments
Electric Energy (MMBTUs)			
Natural Gas (MMBTUs)			
Fuel Oil (MMBTUs)			
Steam (MMBTUs)			
Other (Specify) (MMBTUs)			
Other (Specify) (MMBTUs)			

NOTE: MMBTU Defined: A standard unit of measurement used to denote both the amount of heat energy in fuels and the ability of appliances and air conditioning systems to produce heating or cooling.

FORM V

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
ESCOs PROPOSED FINAL PROJECT COST FORM FOR BASE CASE PROJECT
New Jersey State Prison, Trenton, NJ 08625
ENERGY SAVING IMPROVEMENT PROGRAM

ESCO Name: _____

PROPOSED CONSTRUCTION FEES

	Fee Category	Fees (1) Dollar ($) Value	Percentage of Hard Costs
a)	Estimated Value of Hard Costs (2):		
	Project Service Fees		
b)	- Investment Grade Energy Audit		
c)	- Design Engineering Fees		
d)	- Construction Management & Project Administration		
e)	- System Commissioning		
f)	- Equipment Initial Training Fees		
g)	Project Service Fees Sub Total [sum lines b) through f)]		
h)	ESCO Overhead		
i)	ESCO Profit		
j)	TOTAL FINANCED PROJECT COSTS: [sum lines a), g), h) and i)]		100%

PROPOSED ANNUAL SERVICE FEES

	First Year Annual Service Fees	Fees (1) Dollar ($) Value	Percentage of Hard Costs
A)	SAVINGS GUARANTEE *(OPTION)*		
B)	Measurement and Verification (*Associated w/ Savings Guarantee Option*)		
C)	ENERGY STAR™ Services *(optional)*		
D)	Post Construction Services *(If applicable)*		
E)	Performance Monitoring		
F)	On-going Training Services		
G)	Verification Reports		
H)	TOTAL FIRST YEAR ANNUAL SERVICES [sum lines A) through G)]		

NOTES:

(1) Fees should include all mark-ups, overhead, and profit. Figures stated as a range will NOT be accepted. Insert a numeric value in each box on this form. Failure to provide numeric values for dollar values and percentage of hard costs may result in submission being deemed non-responsive.

(2) The total value of Hard Costs is defined in accordance with standard AIA definitions that include: Labor Costs, Subcontractor Costs, Cost of Materials and Equipment, Temporary Facilities and Related Items, and Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, Mark-ups, Overhead and Profit, etc.

(3) "Percentage of Hard Costs" values will be the basis of fees when the Energy Savings Plan is accepted.

ESCO's proposed interest rate at the time of submission: 5% TO BE USED BY ALL RESPONDING ESCOs FOR PROPOSAL PURPOSES

FORM VI

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
ESCO's PRELIMINARY ANNUAL CASH FLOW ANALYSIS FORM
New Jersey State Prison, Trenton, NJ 08625 – ENERGY SAVING IMPROVEMENT PROGRAM

ESCO Name: _____

Note: Respondents must use the following assumptions in all financial calculations:

(a) The cost of all types of energy should be assumed to inflate as determined by BPU; and

1. Term of Agreement: 15 years (____Months)
2. Construction Period (2) (months): _____
3. Cash Flow Analysis Format:

Project Cost (1): _____ Interest Rate to Be Used for Proposal Purposes **5.0%**

Year	Annual Energy Savings	Annual Operational Savings	Energy Rebates/Incentives	Total Annual Savings	Annual Project Costs	State Costs	Annual Service Costs (3)	Net Cash-Flow to Client (4)	Cumulative Cash Flow(5)
Installation									$
1	$	$	$	$	$	$	$	$	$
2	$	$	$	$	$	$	$	$	$
3	$	$	$	$	$	$	$	$	$
4	$	$	$	$	$	$	$	$	$
5	$	$	$	$	$	$	$	$	$
6	$	$	$	$	$	$	$	$	$
7	$	$	$	$	$	$	$	$	$
8	$	$	$	$	$	$	$	$	$
9	$	$	$	$	$	$	$	$	$
10	$	$	$	$	$	$	$	$	$
11	$	$	$	$	$	$	$	$	$
12	$	$	$	$	$	$	$	$	$
13	$	$	$	$	$	$	$	$	$
14	$	$	$	$	$	$	$	$	$
15	$	$	$	$	$	$	$	$	$
Totals	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	

NOTES:

(1) Includes: Hard costs and project service fees defined in ESCO's PROPOSED "FORM V"
(2) No payments are made by the State during the construction period.
(3) This figure should equal the value indicated on the ESCO's PROPOSED "FORM V". DO NOT include in the Financed Project Cost
(4) "Net Cash-Flow to Client" values shall be sufficient to cover annual maintenance service contracts as required by rebate requirements or as recommended in the base project as defined in the preliminary energy audit.
(5) Values for "Cumulative Cash Flow" must be positive in every year. Failure to provide positive values for "Cumulative Cash Flow" may result in submission being deemed non-responsive.

FORM VII

ESCO's KEY PERSONNEL LIST:
New Jersey State Prison, Trenton, NJ 08625
ENERGY SAVING IMPROVEMENT PROGRAM

INSERT THE WAGE LEVEL FROM 1 TO 7 OF EACH KEY PERSON
DO NOT INSERT ANY HOURLY RATES

FIRM NAME	KEY PERSONNEL TITLE	PERCENTAGE OF TIME ASSIGNED TO PROJECT					
		IGA / ESP	DESIGN PHASE	PROCUREMENT PHASE	CONSTRUCTION		HOURLY WAGE LEVEL 1-7
					OFFICE	FIELD	

INSERT THE WAGE LEVEL FROM 1 TO 7 OF EACH KEY PERSON
DO NOT INSERT ANY HOURLY RATES

FORM VIII

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
ESCOs PROPOSED REBATE / INCENTIVE ANALYSIS FOR BASE CASE PROJECT
New Jersey State Prison, Trenton, NJ 08625
ENERGY SAVING IMPROVEMENT PROGRAM

#	Rebate / Incentive Description	Source	Qty.-Unit	$/Unit	Total Rebate
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

EXHIBIT A:

NON-COLLUSION AFFIDAVIT

TO: **State of New Jersey**
DATE: _____
FROM: _____

TELEPHONE: _____

E-MAIL: _____

FACSIMILE: _____

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or otherwise colluded in any manner with any other person, or otherwise taken any action that would restrain or impede open and free competition and competitive bidding for this project; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without agreement or collusion with any other ESCO, competitor, potential competitor or other person; and that this proposal has not been knowingly disclosed prior to the opening of proposals to any other ESCO, competitor or person not affiliated with the ESCO.

We further certify that no requirement or commitment, direct or indirect, was made to any person, or elected official and that no undisclosed benefit of any kind was promised to anyone connected with this project.

We further certify that no person or selling agent has been employed or retained to solicit or secure the contract that is the subject of this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

We certify that the foregoing statements are true and accurate under penalty of perjury.

The undersigned, by submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the State of New Jersey in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

SIGNATURE: _____

DATE: _____

TYPE OR PRINT NAME: _____

TITLE: _____

FEIN or TAX ID NUMBER: _____

ADDENDA ACKNOWLEDGED: _____

DATE: _____

EXHIBIT B

PROJECT NO: **A1232-00**

CERTIFICATION

I certify that the below named firm is classified by the Division of Property Management and Construction in the approved amount of $ _____ for trade _____ until _____ (expiration date).

I further certify that this firm's bid for this project does not cause the firm to exceed its aggregate rating limit, including consideration of uncompleted construction work (please refer to N.J.A.C. 17:19-2.13, which describes how certain major trade subcontract work is discounted 85% for purposes of calculating whether a contractor is within its rating).

Respectfully submitted,

(Seal – if bid proposal is by a corporation)

By: _____
(Name of Firm)

_____
(Signature)

_____
(Title)

_____
(Business Street Address ONLY – NO P.O. Box)

_____
(City, State, County, Zip)

Phone No. _____

Fax No. _____

Federal Identification No. _____

Any change in ownership information since filing your Request for Classification (Form DPMC 27)

Yes

No

If yes, attach explanation

EXHIBIT C

AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED CONTRACTORS

STATE OF NEW JERSEY

COUNTY OF

State_____ (specify, if not NJ) of full age, being duly sworn according to law on my oath depose and Say that:

I am of the firm of , the

The ESCO making the Proposal for the above- named Project, and that I executed the said Proposal with full authority to do so; that said ESCO is not at the time of the making this bid included on the New Jersey State Treasurer's or any State or Federal Government's list of Debarred, Suspended or Disqualified Contractors .

Name of ESCO

By:_____

_____
(Signature of Authorized Representative)

Subscribed and sworn to before me
this_____day of _____, 201 .
(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires_____ 201 _ .

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

EXHIBIT D

ESCO CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS

STATE OF NEW JERSEY/
Specify, if Other
COUNTY OF_____, of the (City, Town, Borough) of State of , of full age, being duly sworn according to law, on my oath, depose and say that:

I am _____ of the firm of _____ , the ESCO submitting the Proposal herein and that I executed the said Proposal with full authority to do so. The firm of _____ possesses the qualifications and credentials to fully and completely perform the contract outlined in the Request for Proposal.

Name of ESCO

By:_____

_____
(Signature of Authorized Representative)

Subscribed and sworn to before me
this_____day of _____, 201 .
(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires_____ 201 _ .

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

EXHIBIT E

ESCO SIGNATURE FORM

The undersigned duly authorized representative of the ESCO, having examined these documents and having full knowledge of the conditions under which the products and services described herein must be performed, hereby represents that the ESCO will fulfill the obligations contained herein in accordance with all terms, conditions, specifications and proposal criteria set forth, and that the ESCO will furnish all required products and payments in strict conformity with these documents for the stated process as payment in full.

ADDENDA FORM:

The undersigned hereby acknowledges receipt of the following applicable addenda:

1. LIST AND DATE WHEN RECEIVED BY ESCO
2. ETC.

SUBMITTING FIRM:

Company Name _____
Authorized Signature _ Company
Address _
Printed Name
Title
Telephone

EXHIBIT F

MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION

Pursuant to Public Law 1995, c.134, a responsible consultant selected, after public bidding, by the Director of the Division of Property Management and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a consultant who would otherwise be awarded a contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the contract or agreement to another consultant who has completed the certification and has submitted a fee proposal within five (5) percent of the most advantageous fee proposal. If the Director finds the consultant to be in violation of the principles which are the subject of this law, he shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the consultant in default and seeking debarment or suspension of the consultant.

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

_____
Signature of Consultant

Dated:

EXHIBIT G

Public Law 2005, Chapter 92

Formerly: Executive Order 129

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC), in accordance with the requirements of Public Law 2005, Chapter 92, (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)).

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location(s) by Country

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced Project Number will be immediately reported by the Bidder to the Contract Compliance Unit in the DPMC, Department of Treasury, State of New Jersey, PO Box 034, Trenton, NJ 08625.

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director, Division of Property Management and Construction, that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause under its contract with DPMC.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce DPMC to accept a bid proposal, with knowledge that the State of New Jersey and DPMC are relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____
[Name of Organization or Entity]

By: _____ Title: _____

Print Name: _____ Date: _____

EXHIBIT H

STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PROJECT NUMBER: **A1232-00** BIDDER _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders ***must*** *review this list prior to completing the below certification.* ***Failure to complete the certification may render a bidder's proposal non-responsive.*** *If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.*

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, C. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box(es) below.

Name _____ Relationship to Bidder/Offeror_____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contract Name _____ Contact Phone Number _____

List Additional Activities on Separate Sheet

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

EXHIBIT I : PERFORMANCE GUARANTEE

Section I. Definitions.

All capitalized terms used in this Exhibit I shall have the meaning set forth below or in the "Definitions" Section of the Contract.

A. Causes for Adjustment: The causes for adjustment to the energy savings calculations set forth in Section II.E of Schedule C.

B. Closing Stub Year: This term is defined in Section III of this Schedule B.

C. Guarantee Term: The period running from and after the Savings Guarantee Commencement Date for a period of _____ years.

D. Guaranteed Annual Savings Amount: [$_____][1] for each Performance Guarantee Year. However, if the Performance Guarantee Year is an Opening Stub Year or Closing Stub Year, the Guaranteed Annual Savings Amount applicable to such Performance Guarantee year shall be [$_____][2] multiplied by a fraction, the numerator of which is the number of days in such Performance Guarantee Year and the denominator of which is 365, provided, if the Performance Guarantee Year includes a February 29, the denominator shall be 366.

E. Guaranteed Project Savings Amount: [$_____][3]

F. Implementation Period Savings: The savings generated during the period from the Date of Commencement to the Savings Guarantee Commencement Date for the categories of savings included within the Measured Savings Amount calculations.

G. Measured Savings Amount: Savings to the State resulting from the implementation of the Project, measured and calculated in accordance with Schedule C, Subsection I.C, multiplied by the rates for each energy savings category set forth in Schedule C, Subsection II.D.

H. Non-measured Savings Amount: Savings to the State resulting from the implementation of the Project in the amounts stipulated in Schedule C, Subsection I.D.

I. Opening Stub Year: This term is defined in Section III of this Schedule B.

J. Performance Guarantee Payment: This term is defined in Section II of this Schedule B.

K. Performance Guarantee Year: Each period during which energy savings are measured, as specified in Section III of this Schedule B.

L. Prior Year Calculations: This term is defined in Section IV of this Schedule B.

M. Project Savings Amount: The Measured Savings Amount and the Non-measured Savings Amount.

N. Savings Guarantee Commencement Date: The first day of the first utility billing period following the the month in which Final Acceptance of the entire Project occurs in accordance with the Contract.

Section II. Performance Guarantee.

---

[1] Insert currency equivalency of guarantee amount.
[2] Insert same number from earlier in this definition.
[3] Insert amount equal to Guaranteed Annual Savings Amount multiplied by years in the Guarantee Term.

The ESCO guarantees that the Project Savings Amount over the Guarantee Term will equal or exceed the Guaranteed Project Savings Amount. For each Performance Guarantee Year, the ESCO guarantees that the Project Savings Amount will equal or exceed the Guaranteed Annual Savings Amount. Subject to Section VI of this Schedule B, in the event the Project Savings Amount in any Performance Guarantee Year is less than the Guaranteed Annual Savings Amount, the ESCO will pay the State the difference between the Guaranteed Annual Savings Amount and the Project Savings Amount ("Performance Guarantee Payment").

Section III. Performance Guarantee Year.

Each of the following periods during the Guarantee Term shall serve as a Performance Guarantee Year for purposes of the performance guarantee set forth in this Schedule B:

☐ If the preceding box is checked, each Performance Guarantee Year shall consist of the 365 day period (or 366 day period, if the calendar year includes 366 days) running from the Savings Guarantee Commencement Date and each anniversary of the Savings Guarantee Commencement Date until the expiration of the Guarantee Term.

☐ If the preceding box is checked, the State seeks to align the Performance Guarantee Year with the calendar year for budgeting purposes, and therefore each of the following periods shall serve as a Performance Guarantee Year:

i. the period from the Savings Guarantee Commencement Date through the next following December 31 (such initial period referred to herein as the "Opening Stub Year");
ii. [_____][4] 12-calendar month periods, each running from January 1 through the next following December 31, with the first such period including the first January 1 following the Savings Guarantee Commencement Date and continuing through the next following December 31; and
iii. the period running from the January 1 following conclusion of the [_____][5] 12-month period described in subparagraph (ii) immediately preceding and continuing through and including the [_____][6] anniversary of the Savings Guarantee Commencement Date (such final period referred to herein as the "Closing Stub Year").

As set forth in Schedule C, the formulae for calculating the Project Savings Amount are designed to accommodate and yield accurate results for Performance Guarantee Years of varying lengths, including both periods exceeding 12 months in length, any stub years and the Implementation Period.

Section IV. Calculation of Project Savings Amount.

Throughout the Guarantee Term, the State will provide the ESCO with all utility bills pertinent to the energy performance calculations described in this Contract within thirty (30) days of receipt. The State may provide the ESCO with copies of bills, or access to invoices via an on-line system. Within thirty (30) days of the ESCO's receipt of all pertinent utility bills with meter-reading ending dates falling within a Performance Guarantee Year (including where applicable, the Opening Stub Year or Closing Stub Year), the ESCO will prepare and provide to the State its proposed calculation of the Project Savings Amount (as calculated pursuant to Schedule C) and, if applicable, the amount of the Performance Guarantee Payment for the immediately-preceding Performance Guarantee Year (the "Prior Year Calculations"). The ESCO must account for all Causes for Adjustment to the energy performance calculations permitted by Schedule C arising during the preceding Performance Guarantee Year within the Prior Year Calculations, and the ESCO waives the right to make any claim for Causes for Adjustments not specified within the Prior Year Calculations. Within thirty (30) days of the State's receipt of the Prior Year

[4] Insert a number equal to the years in the Guarantee Term minus one.
[5] Insert a number equal to the years in the Guarantee Term minus one (e.g., if the Guarantee Term is 10 years, insert "9th").
[6] Insert a number equal to the years in the Guarantee Term (e.g., if the Guarantee Term is 10 years, insert "10th").

Calculations, the State will notify the ESCO of (1) the State's approval of all or any portion of the Prior Year Calculations; and/or (2) the State's disapproval of all or any portion of the Prior Year Calculations, including the basis for the disapproval. Within thirty (30) days of receiving notification of the State's approval of all or any portion of the Prior Year Calculations, the ESCO will pay to the State the Performance Guarantee Payment, if any, due to the State on account of the approved portion of the Prior Year Calculations. If the State disapproves all or any portion of the Prior Year Calculations, the Parties will use good faith efforts to resolve such dispute within thirty (30) days of notification to the ESCO. If the Parties are unable to resolve the matter within a thirty (30) day period, the dispute shall be resolved in accordance with Section VIII.

Section V. Implementation Period Savings.

Implementation Period Savings will be added to the calculation of the Measured Savings Amount determined for the Opening Stub Year, if applicable, or first Performance Guarantee Year if there is no Opening Stub Year.

Section VI. Additional Savings.

In the event that the Project Savings Amount exceeds the Guaranteed Annual Savings Amount in any Performance Guarantee Year, the excess amount may be used to reduce the ESCO's liability for any Performance Guarantee Payment due to the State for the immediately following Performance Guarantee Year.

Section VII. Project Modifications to Reduce Performance Guarantee Payment Obligations.

The mutual goal of the Parties is to maximize the Project Savings Amount. Therefore, the ESCO shall have the right, at all times during the Guarantee Term, subject to the State's written approval, to modify or replace any of the ECMs or install additional ECMs and to revise any procedures for the operation of the ECMs or implement other procedures at the Site provided that: (i) such actions by the ESCO do not result in modifying the standards of comfort and service set forth in Schedule C without the express written approval of the State; (ii) such actions are necessary to enable the ESCO to achieve the Guaranteed Annual Savings Amount; and (iii) any costs incurred relative to such modifications, additions or replacements of the ECMs, or operational changes or new procedures shall be the sole responsibility of the ESCO. All modifications, additions or replacements of the ECMs or revisions to operating or other procedures shall be described in a supplemental schedule(s) to be provided to the State for approval, that shall not be unreasonably withheld or delayed, and incorporated into this Contract through a Change Order, and the work related to such modifications, additions, or replacements shall be carried out in accordance with the terms and provisions of Article 4 of the Contract. Any replacement ECM shall be new and have equal or better potential to reduce energy consumption at the Site than the ECM being replaced. The ESCO shall update any and all software to be used in connection with the ECMs. All replacements of and alterations or additions to the ECMs shall become part of the ECMs described in Schedule A and shall become the property of the State.

Section VIII. Disputes Regarding Energy Performance Calculations

Any disputes concerning the calculation of the Prior Year Calculations, Causes for Adjustment, or other energy or consumption calculations described in Schedule C shall be resolved as follows:

1. First, the Parties will use good faith efforts to resolve such dispute within thirty (30) days of written notification from the other Party of the dispute.
2. If the Parties are unable to resolve the matter within a thirty (30) day period, the dispute shall be submitted to An independent professional engineering firm for resolution with expertise in energy engineering acceptable to both the ESCO and the State. The determination of such firm will be final and binding upon both the State and the ESCO. ESCO and the State will each be responsible for half of the fees of such firm.

The disputed calculation shall not take effect until there is a final adjudication or resolution of the dispute.

Section IX. Examples.

Section IV of Schedule C sets forth examples of calculations of energy savings for illustrative purposes.

SCHEDULE C: METHODOLOGY AND BASELINE

SECTION I - PERFORMANCE TRACKING METHODOLOGY

A. Determination of Project Savings Amount
B. Baseline Definition
C. Measured Savings
D. Non-measured Savings

A. Determination of Project Savings Amount

For purposes of the performance guarantee described in Schedule B, the Project Savings Amount will be determined as follows:

$\$ = \$_F + \$_O + \$_N$

Where:

$\$ = Project Savings Amount
$\$_F$ = Whole Facility Savings Amount, calculated as set forth in Subsection C.1 below.
$\$_O$ = Other Measured Energy Savings Amount, calculated as set forth in Subsection C.2 below.
$\$_N$ = Non-measured Savings Amount, stipulated as set forth in Subsection D below.

B. Baseline Definition

The "Base Year" means the period from and including January 1, [_____] through and including December 31, [_____].

The baseline is that set of parameters that describes both the energy consumed in the Base Year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data and other information as may be necessary to describe the Base Year conditions. In addition, the baseline includes certain mathematical values, calculated by a model and set forth in Section III of this Schedule C, that are used to correlate the Base Year energy consumption with the factors that caused that consumption. The baseline to be used for this Project is fully defined in Schedule C Section II, Subsections A through H.

C. Measured Savings

1. Whole Facility Savings (Option C – "Main Meter Measurement" as described in the International Measurement and Verification Protocol (IPMVP))

a. Overview

Energy savings for a Performance Guarantee Year will be measured by comparing the total energy consumption and demand measured during all utility billing periods in each energy savings category with meter reading period end dates falling within such Performance Guarantee Year ("Billing Periods"; each a "Billing Period") to the total energy consumption and demand for the same area for all Billing Periods in the Base Year. Base Year energy and demand will be adjusted for differences in weather, facility operation and facility modifications to estimate how much energy would have been used in the corresponding Billing Period of the Performance Guarantee Year if the energy conservation measures had not been implemented. The energy saved is the difference between the adjusted Base Year consumption and the Performance Guarantee Year consumption. The demand saved is the difference between the adjusted Base Year demand and the Performance Guarantee Year demand. Energy cost savings is the difference between the cost of the adjusted Base Year consumption and demand and the Performance Guarantee Year consumption and demand. This process will be followed for each energy savings category involved in the performance guarantee.

b. Equation

Energy and demand units saved for each energy saving category for each Performance Guarantee Year Billing Period will be determined by the following equation:

$\$_C = E_C * \$/Unit$
$E_C = E_B - E_G$

Where;

$\$_C$ = Measured Energy Savings, using IPMVP Option C
$/Unit = Cost of Energy per Unit Measured, as specified in Schedule C, Section II.D
E_C = Energy (or demand) Units Saved
E_B = Adjusted Base Year Monthly Billing Period Consumption or Adjusted Base Year Monthly Billing Period Demand for the energy savings category, as described in subsection (c) below
E_G = Performance Guarantee Year Billing Period Consumption or demand for the energy savings category

"Whole Facility Savings" ($\$_F$) for Performance Guarantee Year "y" shall equal the sum of the Measured Energy Savings ($\$_C$) for all energy savings categories and Billing Periods within such Performance Guarantee Year.

c. Determination of Adjusted Baseline Measurements

i. General

Consumption and demand for each Base Year Billing Period is adjusted to estimate what the current Performance Guarantee Year Billing Period consumption and demand would have been if no energy conservation measures had been implemented. This is accomplished by adjusting for these factors with respect to differences between the Base Year Billing Period and corresponding Performance Guarantee Year Billing Period:

a. Changes in the number of days between the Base Year and Performance Guarantee Year billing periods
b. Changes in weather
c. Changes in facility use
d. Modifications to the facility

ii. Adjusted Baseline Calculations

Adjusted Base Year Billing Period consumption is calculated as follows for each savings category:

$Q_i = C_D * (T_i – T_{i-1}) + C_H * HDD_i + C_C * CDD_i + O_i + M_i$, or
Adjusted Base Year Billing Period Consumption = Weather Independent Consumption + Weather Dependent Consumption + Offset + Causes for Adjustments

Where:
Q_i = adjusted Base Year Billing Period consumption for Performance Guarantee Year Billing Period "i"
C_D = a constant representing units of consumption per billing period day as calculated by model and set forth in Section III of this Schedule C
T_i = ending date of current Performance Guarantee Year billing period
T_{i-1} = ending date of previous Performance Guarantee Year billing period
C_H = a constant representing units of consumption per heating degree day as calculated by model and set forth in Section III of this Schedule C

HDD_i = heating degree days in the current billing period
C_C = a constant representing units of consumption per cooling degree day as calculated by model and set forth in Section III of this Schedule C

CDD_i = cooling degree days in the current billing period
O_i = offset for the current billing period
M_i = other adjustments for the current billing period

Adjusted Base Year demand is calculated with a slightly different formula as follows:

$D = D_D * (T_i – T_{i-1}) + D_H *(HDD_i / (T_i – T_{i-1})) + D_C * (CDD_i / (T_i – T_{i-1})) + O_i + M_i$, or

Adjusted Base Year Demand = Weather Independent Demand + Weather Dependent Demand + Offset + Use and Modification Adjustments

Where:

D = adjusted Base Year demand
D_D = a constant representing units of demand per billing period day as calculated by model and set forth in Section III of this Schedule C
D_H = a constant representing units of demand per heating degree day as calculated by model and set forth in Section III of this Schedule C
D_C = a constant representing units of demand per cooling degree day as calculated by model and set forth in Section III of this Schedule C

iii. Weather Independent Consumption

Because utility meters are not always read on the same day of the month, the number of days in a meter's billing period frequently varies. The term, $C_D * (T_i – T_{i-1})$, in the above equation is used to account for this difference, where $(T_i – T_{i-1})$, gives the number of days in the Performance Guarantee Year Billing Period "I". Thus, Weather Independent Consumption is the consumption per day adjusted to reflect the difference, if any, between the number of days in the Base Year Billing Period and number of days in the corresponding Performance Guarantee Year Billing Period. The approach is identical for demand, except that the term D_D is substituted for C_D, and there is no adjustment for variance in the number of days between the Base Year Billing Period and Performance Guarantee Year Billing Period, because demand is a single maximum meter reading value for each Billing Period, not dependent upon the number of days in such period.

iv. Weather Dependent Consumption

Change in weather between the Base Year Billing Period and corresponding Performance Guarantee Year Billing Period is accounted for with the term, $C_H * HDD_i + C_C * CDD_i$. Weather Dependent Consumption is consumption per degree-day times the number of degree-days in the current Performance Guarantee Year Billing Period. A cooling degree-day is the difference between the average daily temperature and the balance point temperature (AvgTemp – BalanceTemp). A heating degree-day is the difference between the balance point temperature and the average daily temperature (BalanceTemp – AvgTemp). Degree-days are either positive numbers or zero. If the degree-day calculation yields a negative number, the period is considered to have zero degree-days of that type. The balance point temperature is different for each building and for each fuel type. The balance point temperatures used for this project are defined in Schedule C Section II-A. The weather station used to determine daily temperatures is specified in Schedule C Section II-C.

Demand is treated similarly, except that a "heating degree-days per day" or "cooling degree-days per day" figure for the entire Billing Period, as set forth in Section III of this Schedule C, is substituted in lieu of heating degree-days and/or cooling degree-days. This provides a measure of average daily weather intensity, which is the relevant variable with respect to demand.

v. Offset

Offset is that portion of the energy consumption in a Billing Period that cannot be accounted for with the Weather Independent and Weather Dependent consumption. It is mostly attributable to seasonal changes in facility use such as summer shutdown and holidays. Section III of this Schedule C includes offset figures for each energy savings category and each billing period in the Base Year. Since the corresponding Performance Guarantee Year Billing Period may overlap two or more Base Year Billing Periods, the offset for a Performance Guarantee Year Billing Period will be the weighted average of the corresponding Base Year Billing Period offset that actually overlaps the applicable Performance Guarantee Year Billing Period Offset for the Performance Guarantee Year as determined

with this equation:

$$O_i = O_1 * dG_1/dB_1 + O_2 * dG_2/dB_2 + \ldots O_n * dG_n/dB_n$$

Where:

O_i = current Performance Guarantee Year offset
O_1 = Base Year Billing Period 1 offset
O_2 = Base Year Billing Period 2 offset
O_n = Base Year Billing Period n offset
dG_1 = days in Performance Guarantee Year Billing Period that overlap Base Year Billing Period 1
dG_2 = days in Performance Guarantee Year Billing Period that overlap Base Year Billing Period 2
dG_n = days in Performance Guarantee Year Billing Period that overlap Base Year Billing Period n
dB_1 = days in Base Year Billing Period 1
dB_2 = days in Base Year Billing Period 2
dB_n = days in Base Year Billing Period n
n = number of Base Year Billing Periods overlapped by Performance Guarantee Year period

vi. Other Adjustments

Causes for Adjustment for a Base Year Billing Period may be required in accordance with Schedule C Section II-E.

The total adjustment for any Performance Guarantee Year Billing Period will be determined with this equation:

$$M_i = Adj_1 + Adj_2 + \ldots Adj_n$$

Where Adj_1, Adj_2 and Adj_n are all of the Causes for Adjustments determined to be necessary by the Parties for the Performance Guarantee Year Billing Period pursuant to Schedule C, Section II-E. The sign of the adjustment will be positive when the change will cause an increase in energy and the sign of the adjustment will be negative when the change will cause a decrease in energy. In each instance when the ESCO proposes to make "Other Adjustments," as identified in Schedule C, Section II-E, the ESCO will propose such Other Adjustments to the State, with adequate explanation and documentation.

2. Other Measured Energy Savings (Options A or B, as described in the International Measurement and Verification Protocol (IPMVP))

a. Equation

Other Measured Energy Savings will be determined as follows:

$$\$_O = E_O * \$/Unit$$
$$E_O = E_{MB} - E_{MG}$$

Where:

$\$_O$ = Other Measured Energy Savings
$/Unit = Cost of Energy per Unit Measured, as specified in this Schedule C, Section II.D
E_O = Other Measured Energy Units Saved
E_{MB} = Measured Base Year Consumption
E_{MG} = Measured Guarantee Year Consumption

The total Other Measured Energy Savings for any Performance Guarantee Year will be the sum of the Other Measured Energy Savings for all savings categories.

b. Explanation of Methodology

ECM/Site Name: _____
IPMVP Method: Option A _____ Option B _____
Brief Description of Rationale: _____

Pre-retrofit Values

Item	Value	Source	Frequency of Measurement	Measurement Method
Name/Description				
Quantity				
Size/Capacity				
Operating Hours				
Load				
Assumptions				

Post-retrofit Values

Item	Value	Source	Frequency of Measurement	Measurement Method
Name/Description				
Quantity				
Size/Capacity				
Operating Hours				
Load				
Assumptions				

D. Non-measured Savings

As a result of implementing Energy Conservation Measures, additional non-energy savings may accrue towards this Contract's guaranteed savings that the Parties have agreed should be stipulated in this Schedule.

The following savings amounts shall be included in each annual calculation of the Project Savings Amount:

[*Specify categories of non-measured savings, and annual savings amount stipulated for each category*.]

Facility	Annual Amount	Explanation

SECTION II - BASELINE & SUPPORTING INFORMATION

A. Meter Tuning Contract
B. Meter List
C. Weather Source
D. Energy Rates
E. Causes for Adjustment
F. Calendar and Schedules
G. Standards of Service and Comfort
H. Other Information

A. Meter Tuning Contract

The purpose of meter tuning is to establish a relationship between the weather and the consumption and demand measured by a particular meter. Tuning consists of identifying relationships between "historic" utility performance and weather (heating degree days and/or cooling degree days). The end result is a set of coefficients, which will be used in modeling the energy use of a facility to calculate the energy savings or increase associated with weather normalizing the baseline energy usage.

In Section III of this Schedule C, the parties have established the meter tuning coefficients using the twelve (12) month baseline period (typically, the 12 months prior to the beginning of installation) for each guarantee meter, as listed in Section II.B of this Schedule C.

B. Meter List

1. Guarantee Meters

The following meters will be used to measure actual energy consumption for both the Base Year and Performance Guarantee Years.

Electric Meters

Meter Name	Account Number	Utility Co.	Rate	Units

Gas Meters

Meter Name	Account Number	Utility Co.	Rate	Units

2. Supplemental Sub-Meters

The consumption measured by these meters is not guaranteed. Information from these meters may be used to determine baseline adjustments due to modifications to the Site or changes in operation.

Meter Name	Account Number	Utility Co.	Rate	Units

C. Weather Source

Data for weather-related calculations used in this Contract will be Daily High-Low Temperatures obtained from the National Weather Service Station at [*WEATHER STATION NAME*]. In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, the ESCO may select an alternative data source with the State's approval.

D. Energy Rates

The rates set forth in this Subsection will be used throughout the Guarantee Term to determine the Measured Savings Amount.

1. Electricity

Name of Utility: **Rate Schedule:**			
	Charge	**Unit**	**Comments**
State Charge:		Per Billing Period Per Billing Period	
Demand Charges:		Per Billed kW Per Billed kW	
Consumption Charges: (T&D + Generation)		Per kWh Per kWh Per kWh	
Other Charges:		Per kWh Per kWh Per kWh	
Determination of Billed Demand:		kW kW	
Other Rate Details:			

2. Natural Gas

Name of Utility: **Rate Schedule:**			
	Charge	**Unit**	**Comments**
State Charge:		Per Billing Period Per Billing Period	

Consumption Charges:		Per MCF Per MCF Per MCF	
Other Charges:		Per MCF Per MCF Per MCF	
Other Rate Details:			

E. <u>Causes for Adjustment</u>

Each of the causes described in the table below shall constitute a "Cause for Adjustment" to the energy savings calculations for the Measured Savings Amounts.

Cause	Action	Responsibility
Addition of New Site, or Renovation/ Addition to Existing Site w/ Independent Utility Metering and HVAC Service	1. None required. Site is independently metered. No effect on savings tracking of other buildings.	1. N/A
Addition of New Site or New Energy User on Existing Utility or HVAC Service **	1. The State will notify the ESCO when additions are planned. 2. The ESCO will review the addition plans and determine if the addition is likely to increase energy use above the threshold limits. * 3. If the addition is expected to exceed any of the threshold limits then all incoming utilities (consumption and demand) and HVAC service will be sub-metered. 4. If the addition is below all of the threshold limits, the addition's energy consumption will be estimated from computerized building simulation, manual calculations or as a ratio of the main building's energy consumption, obtained either from sub-meter data and/or energy simulations.	1. State 2. ESCO 3. State 4. ESCO
Addition to Existing Site on Existing Utility or HVAC Service **	1. The State will notify the ESCO when additions are planned. 2. The ESCO will review the addition plans and determine if the addition is likely to increase energy use above the threshold limits. * 3. If the addition is expected to exceed any of the threshold limits, sub-meter the addition, just as for a new building. 4. If the addition is below all of the threshold limits, the addition's energy consumption will be estimated from computerized building simulations, manual calculations or as a ratio of the main building's energy consumption, obtained either from sub-meter data and/or energy simulations.	1. State 2. ESCO 3. State 4. ESCO
Renovation / Modification of an Existing Site on Existing Utility or	1. The State will notify the ESCO when building renovations are planned. 2. The ESCO will review the renovation plans and determine if the renovations are likely to cause a	1. State 2. ESCO 3. State 4. ESCO

HVAC Service (including additional plug load or other equipment)**	change in energy use that would exceed the threshold limits. * 3. If the renovations are expected to raise or lower energy consumption more than the threshold limits, the renovation will be sub-metered for both pre and post renovation periods until the effect on energy has been determined. 4. If the expected changes are less than the threshold limits, the effect on energy may be estimated, or, at the ESCO's option, ignored.	
Demolition / Abandonment of an Existing Site on Existing Utility or HVAC Service **	1. The State will notify the ESCO when a demolition or abandonment is planned. 2. The ESCO will determine if the demolition/ abandonment is likely to decrease energy use more than the threshold limits. * 3. If the expected decrease is more then the threshold limits, the building will be sub-metered for both pre and post demolition periods until the effect on energy has been determined. 4. If the expected changes are less than the threshold limits, the effect on energy may be estimated, or, at the State's option, ignored.	1. State 2. ESCO 3. State 4. ESCO
Change in Occupancy, Occupancy Hours, Calendar or Set-points Reference Schedule C Section II-F and Section II-G for baseline conditions.	1. The State will maintain records of occupancy levels, operating hours and operating calendar and apprise the ESCO of the latest figures at least annually. 2. If at any point during the guarantee term any of these values change more than 5% of its baseline value, the ESCO may estimate the impact of this change and adjust the baseline accordingly.	1. State 2. ESCO
Re-commissioning of Out-of-Service Sites **	1. When a building is scheduled to be re-commissioned, sub-metering equipment will be installed to measure: (a) the building's energy use in its out-of-service condition, and (b) the building's energy use after re-commissioning. 2. The ESCO will use the metered values to adjust the Base Year for the increased energy consumption.	1. State 2. ESCO
State Initiated ECM's	1. If a State initiated ECM is estimated to save less than 5% of the Guaranteed Annual Savings Amount, no adjustment will be made to the savings measured under this contract. For purposes of this Cause for Adjustment, multiple State-initiated ECMs obtained through a single procurement or contract will be considered as one ECM for purposes of calculating the percentage of the Guaranteed Annual Savings Amount. 2. To measure savings from a State initiated ECM, State will develop a separate M&V plan to track the ECM's savings. Pending agreement from the ESCO, the resulting savings from the State initiated ECM will be subtracted from this contract's savings. 3. In no event will the original M&V plan's current year measured savings be reduced below the immediately preceding year's savings due to a State initiated ECM.	1. N/A 2. State 3. N/A
Other Causes	1. The Parties may mutually agree to other Causes for Adjustment to address changes in certain baseline conditions.	1. ESCO/State

Notwithstanding the foregoing, the Parties agree that the following activities or occurrences shall not be deemed Causes for Adjustment under this Contract:

[*Specify here any activities the State seeks to specifically exclude from consideration as a Cause for Adjustment*.]

In the event the ESCO has reason to believe that any action or failure to act by the State or a measurable deviation from the baseline may constitute a Cause for Adjustment to the energy performance calculations set forth in this Contract, the ESCO must notify the State of a possible Cause for Adjustment within sixty (60) days of becoming aware of such action, failure to act, or measurable deviation. If the ESCO fails to notify the State within such sixty (60) day period, the ESCO thereafter waives the right to present any claim for an adjustment to the energy performance calculations on account of such action or failure to act. In all instances, the ESCO must account for all Causes for Adjustment to the energy performance calculations arising during the preceding Performance Guarantee Year within the Prior Year Calculations (as defined in Schedule B), and the ESCO waives the right to present any Causes for Adjustments not specified within the Prior Year Calculations. State agrees to accept Causes for Adjustment to account for changes in the Site and its use which may have occurred prior to the execution of this Contract (but after the performance of the Investment Grade Audit) and which come to the attention of ESCO after the execution of this Contract to the same extent as factors occurring subsequent to the execution of this Contract, provided any such Cause for Adjustment is presented within the timeframes set forth in this paragraph.

* Threshold Limits Per Fuel-type/Category:

Area –	3% of square footage of Site Area as of the Date of Commencment
Electricity –	3% of highest annual peak demand resulting from the Meter Tuning Coefficients set forth in Schedule C Section III.
Natural Gas –	3% of installed Base Year gas-heating capacity
Other Fuel –	3% of installed Base Year maximum capacity
Air Conditioning –	3% of installed Base Year air-conditioning capacity

** Reference Schedule C Section II-B for the meters included in the baseline.

F. Calendar and Schedules

Except as otherwise authorized by this Section II.F, the State agrees to operate the conditioned spaces in the Site within the date/times and occupancy modes set forth in the following Calendars and Schedules.

Calendar

Date(s)	Event

Date(s)	Event

Schedules

Facility Type	Schedule Type	Daily Schedule
	Weekday	
	Weekday	
	Weekend	
	Holiday	

Start Times	1 hour prior to scheduled event for area in question
Stop Times	After scheduled event for area in question
Special Requirements	As demanded for given area in question, adjustment required, unless demanded in Base Year.

Occupancy

Time Period	Occupancy Schedule
Weekdays	
Weekends	
Holidays	

These occupancy schedules do not apply to the following areas:

[*e.g. Datacom centers, Telcom Centers, and spaces leased to tenants where the parties acknowledge the schedules will not apply*].

In these areas equipment may be allowed to run continuously.

Moreover, these occupancy schedules will not apply in any instance where the ESCOs or its representatives direct or approve the running of equipment outside of the occupancy schedules in order to improve the efficiency of the ECMs and related equipment.

G. Standards of Service and Comfort

The State agrees to operate the conditioned spaces in the Site within the temperature ranges scheduled in the Temperature Control Table below. Operating conditions outside the range specified in this table shall constitute a Cause for Adjustment under this Contract. However, the ESCO acknowledges that adjustments may be made to the temperature ranges within spaces of less than [_____] square feet to accommodate tenant comfort and use of the space without any adjustments to the baseline, provided spaces with adjustments outside of the temperature ranges do not exceed [_____] square feet in the aggregate throughout the Site.

In the event that an adjustment to the baseline is sought, the ESCO shall submit the proposed baseline adjustments to the State and describe the reasons for the adjustment as part of the Prior Year Calculations described in Schedule B.

Temperature Control Table

	Heating Set-point Range	Cooling Set-point Range
Occupied	68°F - 71°F	72°F - 75°F
Unoccupied	50°F	Off

SECTION III

METER TUNING COEFFICIENTS - GUARANTEE METERS

[*Specify the meter tuning coefficients for all of the guarantee meters listed in Schedule C, Section II.B.]*

SECTION IV

EXAMPLES OF ENERGY SAVINGS CALCULATIONS

[*Insert examples demonstrating how the calculations will be performed using prior year data.*]

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 *et seq*., N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, Available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex..

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers will) which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of (the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq*., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division , that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

The contractor or subcontractor agrees that, a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A, 10:5-31 *et. seq*., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction grade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and , women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

   a. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work: of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that die individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division, [if necessary, the contractor or subcontractor shall hire *or* schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below,
   b. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
   c. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its tiles, and send a copy to the public agency compliance officer and to the Division.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hail arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction total, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form A 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly project Workforce Report once a month thereafter for the duration of this contract to the Division and public agency compliance officer

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of New Jersey Administrative Code at N.J.A.C. 17:27.

ESCO'S CHECKLIST

THE ESCO WILL PROVIDE THE FOLLOWING CHECKLIST WHICH SHALL BE PROPERLY COMPLETED WITH THE PROPOSAL AND SUBMITTED TO THE STATE AS PART OF THE PROPOSAL.

	Initials
ATTENDED MANDATORY PRE-BID MEETING AND SITE VISIT	
REVIEWED ALL RFP DOCUMENTS AND LAWS AND REGULATIONS THAT IN ANY MANNER MAY AFFECT COST, PROGRESS, OR PERFORMANCE, INCLUDING FORM OF PERFORMANCE GUARANTEE (EXHIBIT I)	
FULLY COMPLETED EACH PROPOSAL SECTION AND ADHERED TO THE PROPOSAL FORMAT PROVIDED WITHIN THIS RFP	
FULLY COMPLETED AND INCLUDED ALL PROPOSAL FORMS (I, II, III, IV, V, & VI)	
FULLY COMPLETED AND INCLUDED ALL "PROJECT QUALIFICATION CRITERIA" REQUIRED TO PROPOSE TO THIS RFP (LISTED BELOW):	
• ***Certificate of Insurance***	
• ***State of New Jersey Public Works Registration***	
• ***State of New Jersey Business Registration Certificate***	
• ***Non-Collusion Affidavit (EXHIBIT A)***	
• ***Contractor Certification of Classification(EXHIBIT B)***	
• ***Affidavit Regarding List of Debarred, Suspended, or Disqualified contractors (EXHIBIT C)***	
• ***ESCO Certification of Qualification and Credentials (EXHIBIT D)***	
• ***ESCO Signature Form (EXHIBIT E)***	
• ***MacBride Principles (EXHIBIT F)***	
• ***Chapter 92 (EXHIBIT G)***	
• ***Disclosure of Investment Activities in Iran (EXHIBIT H)***	
ACKNOWLEDGED ALL ADDENDA ON PROPOSER'S SIGNATURE FORM	

NOTE: FAILURE TO COMPLY WITH RFP PROCESS, COMPLETION AND SUBMITTAL OF ALL THE ABOVE DOCUMENTS ON THE FORMS PROVIDED HEREIN, WILL RESULT IN A REJECTION OF YOUR PROPOSAL.

By placing my initials in the boxes provided above, I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

ESCO (SIGNATURE): _____

DATED: _____

ESCO (PRINT NAME): _____