

SPIEZLE ARCHITECTURAL GROUP, INC.
REQUEST FOR PROPOSALS TO SELECT
ENERGY SERVICES COMPANY
TO PERFORM
SELF FUNDED ENERGY EFFICIENCY IMPROVEMENTS
FOR THE MERCER COUNTY TECHNICAL SCHOOLS

SEPTEMBER 22, 2010

OWNER RFP #: 1011-03



ARCHITECTURE
PLANNING
DESIGN

Letter of Public Notice

Mercer County Technical Schools

Mercer County Technical Schools (MCTS) ("Owner") gives public notice that it is requesting proposals from interested and qualified energy service companies to Implement Energy Conservation Measures ("ECM's") at MCTS, The Assunpink Center, Sypek Center and Health Careers Center on a Performance Contracting Basis.

MCTS plans to select the most qualified contractor for the purpose of obtaining the maximum amount of Energy Savings and/or Energy related improvements allowable by Law.

Copies of the request for proposal (RFP) are available from:

Spiezle Architectural Group, Inc.
120 Sanhican Drive
Trenton, NJ 08618
Phone 1-609 695-7400

A pre-proposal conference will be held on September 29, 2010 at 10:00AM, MCTS, The Assunpink Center, Administration Building, Building A, 1085 Old Trenton Road, Trenton, NJ 08690, Phone 1-609-586-2129 ext. 1202. Attendance at the pre-proposal conference is not mandatory however attendance is strongly encouraged. Only written questions will be accepted and questions must be received no later than October 11, 2010.

Proposals must be received by Owner at the below address no later than October 26, 2010 at 11:00 AM, after which time and date they will no longer be accepted. Proposals may be mailed or hand delivered to MCTS, The Assunpink Center, Administration Building, Building A, 1085 Old Trenton Road, Trenton, NJ 08690, Phone 1-609-586-2123 ext. 1003.

Address for Receipt of Proposals:

Mercer County Technical Schools
The Assunpink Center
Administration Building
Building A
1085 Old Trenton Road
Trenton, NJ 08690
Phone 1-609-586-2123

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I. INTRODUCTION AND BACKGROUND

Owner requests detailed proposals for the implementation of energy conservation and efficiency improvements in all the listed buildings on a performance-contracting basis. Specifically, the Contractor will, as part of this Request for Proposal (RFP), be expected to:

1. Provide comprehensive energy services for all the listed buildings, including:
 - a. The performance of investment grade energy audits, including review of existing audits attached within Appendix A .
 - b. The design and selection of energy efficient equipment and systems (ESIP), except as noted to be provided by, or coordinated with others;
 - c. Prepare and release bids for all equipment, materials and installation in accordance with the Public Schools Contract Law N.J.S.A. 18A:18A -1 et. seq.;
 - d. Contract with all related sub-contractors and supervise installation and completion;
 - e. ESCO to arrange that contractors bid provide for the maintenance and servicing of the installed measures for a period of 2 years;
 - f. The provision of financing for the transaction;
 - g. The training, support and education of owners staff;
 - h. Provide for the option of guarantee of energy savings.
2. Structure the terms of Owner's payment obligations for these improvements and services on a performance contracting basis and provide an energy services agreement that specifically meets the needs of owner.

Owner expects that the Contractor will propose financing arrangements to fund energy conservation improvements through contracts in which the costs of the improvements and other related costs as stipulated below are supported by the savings produced by the improvements. Upon review of proposals received in response to this RFP, owner will select a single Contractor to provide energy efficiency improvements and services for all the listed buildings.

A. Purpose

In the best interest of the Owner and in compliance with N.J. ESIP Prequalification Chapter 4 Laws of 2009, this RFP requests the services of an Performance Contracting company ("ESCO" or "Contractor"), to develop and implement a comprehensive energy management/retrofit program and to provide the necessary design concept, architectural/engineering services, project financing, and ongoing operational support and training required to implement the program.

B. Statement of Intent

The intent of this proposal is to provide the Owner with the means to realize maximum utility savings, operational savings, and utility rebates at buildings as listed in **Section II**.

C. Type of Contract

It is required that if a contract is entered into as a result of this RFP, it will be a performance-based energy efficiency contract. Discussions may be undertaken with the contractor(s) whose understanding, qualifications, experience, technical approach, design concept, and financial terms show them to be qualified, responsible and capable of performing the work and addressing the needs of the Owner. The contract that may be entered into will be that most advantageous to Owner. Owner reserves the right to consider proposals or modifications thereof received at any time before award is made to a selected ESCO, if such action is in the best interest of owner. Owner reserves the right to reject any and all proposals.

Note that the contract must be in compliance with the following:

- The Public School Contract Law, N.J.S.A. 18A:18A-1et seq.
- The Energy Savings Improvement Program Act, N.J.S.A. 18A:18A-4.6 and N.J.S.A. 18A:18A-42
- 2009 Local Finance Notice 10 and 11 – Implementing an Energy Savings Improvement Plan issued by the Local Finance Board in New Jersey Department of Community Affairs Division of Local Government Services.
- Board of Public Utilities Office of Clean Energy Requirements, Guidelines, Orders and Protocols

D. Performance Contracting Defined

For the purposes of this document, "Performance-based energy services contract," (The "Agreement") means a contract for energy efficiency services and equipment in which the payment obligation is supported by verifiable savings attributable to the services of equipment under the contract, for the term of the agreement.

E. Issuing Office

This RFP is issued for the Owner by Spiezle Architectural Group, Inc. ("Owner's Representative" or "Architect"). Owner's Representative will coordinate all phases of the project and will provide names of contact persons and other information as required. Project contact at Spiezle Architectural Group, Inc.:

NAME: TOM PERRINO, AIA, LEEDAP

TITLE: PRINCIPAL

ADDRESS: 120 SANHINCAN DRIVE, TRENTON, NJ 08618

PHONE: 609-695-7400 **EXT.**

MOBILE:

FAX: 609-394-2274

EMAIL: TPERRINO@SPIEZLE.COM

II. BUILDINGS INCLUDED AND AREAS OF CONCERN

Proposals must address the following buildings:

<u>Buildings</u>	<u>SF</u> (square footage)	<u>Site Visitation</u>
<u>Assunpink Center</u>		As arranged in the prebid conference
Building A	29,756sf	
Building B	27,934sf	
Building C	27,930sf	
Maintenance Garage	2,274sf	
<u>Sypek Center</u>		
Building A	18,817sf	
Building B	43,576sf	
Building C	19,355sf	
Building C Annex	8,965sf	
<u>Health Career Center</u>	26,987sf	

A. Energy Related Projects requested to be included are as follows:

Assunpink Center:

Building A:

1. Replace all Roof Top Units (RTU's) with new units. All new equipment must comply with current energy codes.
2. Replace all split-system air conditioning units and associated indoor air handlers.
3. Replace all existing HVAC controls with new DDC controls.
4. Clean all existing ductwork and balance water and air systems.
5. Replace all lighting with high efficiency T-8 fluorescent fixtures and replace incandescent lighting with compact fluorescent fixtures. Sizes of light fixtures are to match existing.
6. Add motion occupancy sensors to all spaces.
7. Replace existing building mounted exterior lighting with compact fluorescent fixtures and replace associated lighting controls.
8. Site lighting: Replace existing site lighting with new induction lighting and associated controls.

Building B:

1. Replace all rooftop condensing units with new condensing units.
2. Replace all interior air handling units with new air handlers.
3. Replace all shop air handlers with new air handlers.
4. Replace all office window units with mini-split air conditioning units.
5. Replace all rooftop toilet room exhaust fans with new exhaust fans.
6. Replace all motors within dust collection units with new motors.
7. Replace all existing HVAC controls with new DDC controls.
8. Clean all existing ductwork and balance water and air systems.
9. Replace all lighting with high efficiency T-8 fluorescent fixtures and replace incandescent lighting with compact fluorescent fixtures. Sizes of light fixtures are to match existing.

10. Add motion occupancy sensors to all spaces.
11. Replace existing building mounted exterior lighting with compact fluorescent fixtures and replace associated lighting controls.

Building C:

1. Replace all rooftop condensing units with new condensing units.
2. Replace all interior air handling units with new air handlers.
3. Replace all shop air handlers with new air handlers.
4. Replace all office window units with mini-split air conditioning units.
5. Replace vehicle exhaust systems with new units.
6. Replace air compressors with new at each shop.
7. Replace all rooftop toilet room exhaust fans with new exhaust fans.
8. Replace all lighting with high efficiency T-8 fluorescent fixtures and replace incandescent lighting with compact fluorescent fixtures. Sizes of light fixtures are to match existing.
9. Add motion occupancy sensors to all spaces.
10. Replace existing building mounted exterior lighting with compact fluorescent fixtures and replace associated lighting controls.

Maintenance Building:

1. Replace existing boilers with new high efficiency condensing style boilers. Install new boiler management system and integrate with new DDC controls.
2. Install new hot water pumps with variable frequency drives.
3. ESCO is to review and advise on possibility of new decentralized boiler system at each building in lieu of replacing the centralized boiler setup.
4. Replace all existing HVAC controls with new DDC controls.
5. Replace all hot water heaters with new.
6. Balance water and air systems.
7. Replace all lighting with high efficiency T-8 fluorescent fixtures and replace incandescent lighting with compact fluorescent fixtures. Sizes of light fixtures are to match existing.
8. Add motion occupancy sensors to all spaces.
9. Replace existing building mounted exterior lighting with compact fluorescent fixtures and replace associated lighting controls.

Sypek Center:

Building A:

1. Replace all RTU's with new units. All new equipment must comply with current energy codes.
2. Replace existing interior above ceiling air handling units with new units. Replace associated acoustical ceiling tile in those locations.
3. Replace secondary hot water pumps with new pumps.
4. Replace all existing HVAC controls with new DDC controls.
5. Clean all existing ductwork and balance water and air systems.
6. Replace all rooftop toilet room exhaust fans with new exhaust fans.
7. Replace all lighting with high efficiency T-8 fluorescent fixtures and replace incandescent lighting with compact fluorescent fixtures. Sizes of light fixtures are to match existing.
8. Add motion occupancy sensors to all spaces.

9. Replace existing building mounted exterior lighting with compact fluorescent fixtures and replace associated lighting controls.
10. Site lighting: Replace existing site lighting with new induction lighting and associated controls.

Building B:

1. Replace all unit vents with remote condensing units with new.
2. Replace all self contained unit vents with new.
3. Replace all shop air handling units with new.
4. Replace primary hot water pumps and variable frequency drives with new.
5. Replace existing boilers with new high efficiency condensing style boilers. Install new boiler management system and integrate with new DDC controls.
6. ESCO is to review and advise on possibility of new decentralized boiler system at each building in lieu of replacing the centralized boiler setup.
7. Replace all rooftop toilet room exhaust fans with new exhaust fans.
8. Replace all office window units with mini-split air conditioning units.
9. Replace motors to dust collection units with new motors.
10. Replace all existing HVAC controls with new DDC controls.
11. Clean all existing ductwork and balance water and air systems.
12. Replace all lighting with high efficiency T-8 fluorescent fixtures and replace incandescent lighting with compact fluorescent fixtures. Sizes of light fixtures are to match existing.
13. Add motion occupancy sensors to all spaces.
14. Replace existing building mounted exterior lighting with compact fluorescent fixtures and replace associated lighting controls.

Building C:

1. Replace all RTU's with new units.
2. Replace existing interior above ceiling air handling units with new units. Replace associated acoustical ceiling tile in those locations.
3. Replace secondary hot water pumps with new pumps.
4. Replace all rooftop toilet room exhaust fans with new exhaust fans.
5. Replace existing hood motors with new motors at the culinary art rooms.
6. Replace heaters at Green House with new units.
7. Replace all existing HVAC controls with new DDC controls.
8. Clean all existing ductwork and balance water and air systems.
9. Replace all lighting with high efficiency T-8 fluorescent fixtures and replace incandescent lighting with compact fluorescent fixtures. Sizes of light fixtures are to match existing.
10. Add motion occupancy sensors to all spaces.
11. Replace existing building mounted exterior lighting with compact fluorescent fixtures and replace associated lighting controls.

Building C Annex:

1. Replace all condensing units with new condensing units.
2. Replace existing interior above ceiling air handling units with new units. Replace associated acoustical ceiling tile in those locations.
3. Replace all existing cabinet heaters with new units.
4. Replace secondary hot water pumps with new pumps.

5. Replace all existing HVAC controls with new DDC controls.
6. Clean all existing ductwork and balance water and air systems.
7. Replace all lighting with high efficiency T-8 fluorescent fixtures and replace incandescent lighting with compact fluorescent fixtures. Sizes of light fixtures are to match existing.
8. Add motion occupancy sensors to all spaces.
9. Replace existing building mounted exterior lighting with compact fluorescent fixtures and replace associated lighting controls.

Health Career Center:

1. Replace existing chillers with one central chiller and tie together with lead lag controls.
2. Replace existing attic air handling units with new units.
3. Replace existing condensing units and air handlers at Computer Room with new units.
4. Replace existing boilers with new high efficiency condensing style boilers. Install new boiler management system and integrate with new DDC controls.
5. Replace exhaust fan units at original building with new.
6. Replace domestic hot water tank with new tank.
7. Replace all existing HVAC controls with new DDC controls.
8. Clean all existing ductwork and balance water and air systems.
9. Replace all lighting with high efficiency T-8 fluorescent fixtures and replace incandescent lighting with compact fluorescent fixtures. Sizes of light fixtures are to match existing.
10. Add motion occupancy sensors to all spaces.
11. Replace existing building mounted exterior lighting with compact fluorescent fixtures and replace associated lighting controls.
12. Site lighting: Replace existing site lighting with new induction lighting and associated controls.

- B. The following items may be included in all responses:
(i.e. describe energy savings measures such as roof insulation, windows, etc.)

Assunpink Center:

Building A:

1. Replace existing single pane windows with new double insulated, thermally broken, aluminum windows. Sizes, operation and locations are to match existing.
2. Replace existing exterior glass doors, associated transoms and side lites with new double insulated aluminum thermal glass units. All associated weather stripping and door hardware is to be replaced as well.

Building B:

1. Replace existing single pane windows with new double insulated, thermally broken, aluminum windows. Sizes, operation and locations are to match existing.
2. Replace existing exterior glass doors, associated transoms and side lites with new double insulated aluminum thermal glass units. All associated weather stripping and door hardware is to be replaced as well.
3. Replace existing roofing, and associated insulation down to the existing roof deck, with new hot applied modified bituminous roofing system on new 3" polyisocyanurate base insulation with tapered insulation for proper drainage, and all associated roofing accessories including but not

limited to pressure treated wood blocking as required, flashings, pitch pockets, metal flashings, counter flashings, scuppers, copings, metal edges, etc. Warranty is to be a 20 year No Dollar Limit.

4. Replace overhead doors with new insulated overhead units.
5. Install weather stripping at exterior Fiber Reinforced Plastic (FRP) doors.

Building C:

1. Replace existing single pane windows with new double insulated, thermally broken, aluminum windows. Sizes, operation and locations are to match existing.
2. Replace existing exterior glass doors, associated transoms and side lites with new double insulated aluminum thermal glass units. All associated weather stripping and door hardware is to be replaced as well.
3. Replace existing roofing, and associated insulation down to the existing roof deck, with new hot applied modified bituminous roofing system on new 3" polyisocyanurate base insulation with tapered insulation for proper drainage, and all associated roofing accessories including but not limited to pressure treated wood blocking as required, flashings, pitch pockets, metal flashings, counter flashings, scuppers, copings, metal edges, etc. Warranty is to be a 20 year No Dollar Limit.
4. Replace overhead doors with new insulated overhead units.
5. Install weather stripping at exterior FRP doors.

Maintenance Building:

1. Replace existing exterior glass doors, associated transoms and side lites with new double insulated aluminum thermal glass units. All associated weather stripping and door hardware is to be replaced as well.
2. Replace existing roofing, and associated insulation down to the existing roof deck, with new hot applied modified bituminous roofing system on new 3" polyisocyanurate base insulation with tapered insulation for proper drainage, and all associated roofing accessories including but not limited to pressure treated wood blocking as required, flashings, pitch pockets, metal flashings, counter flashings, scuppers, copings, metal edges, etc. Warranty is to be a 20 year No Dollar Limit.
3. Replace overhead doors with new insulated overhead units.
4. Install weather stripping at exterior FRP doors.

Sypek Center:

Building A:

1. Replace existing single pane windows with new double insulated, thermally broken, aluminum windows. Sizes, operation and locations are to match existing.
2. Replace existing exterior glass doors, associated transoms and side lites with new double insulated aluminum thermal glass units. All associated weather stripping and door hardware is to be replaced as well.
3. Replace existing roofing, and associated insulation down to the existing roof deck, with new hot applied modified bituminous roofing system on new 3" polyisocyanurate base insulation with tapered insulation for proper drainage, and all associated roofing accessories including but not limited to pressure treated wood blocking as required, flashings, pitch pockets, metal flashings, counter flashings, scuppers, copings, metal edges, etc. Warranty is to be a 20 year No Dollar Limit.
4. Replace overhead doors with new insulated overhead units.
5. Install weather stripping at exterior FRP doors.

Building B:

15. Replace existing single pane windows with new double insulated, thermally broken, aluminum windows. Sizes, operation and locations are to match existing.
16. Replace existing exterior glass doors, associated transoms and side lites with new double insulated aluminum thermal glass units. All associated weather stripping and door hardware is to be replaced as well.
17. Replace existing roofing, and associated insulation down to the existing roof deck, with new hot applied modified bituminous roofing system on new 3" polyisocyanurate base insulation with tapered insulation for proper drainage, and all associated roofing accessories including but not limited to pressure treated wood blocking as required, flashings, pitch pockets, metal flashings, counter flashings, scuppers, copings, metal edges, etc. Warranty is to be a 20 year No Dollar Limit.
18. Replace overhead doors with new insulated overhead units.
19. Install weather stripping at exterior FRP doors.

Building C:

1. Replace existing single pane windows with new double insulated, thermally broken, aluminum windows. Sizes, operation and locations are to match existing.
2. Replace existing exterior glass doors, associated transoms and side lites with new double insulated aluminum thermal glass units. All associated weather stripping and door hardware is to be replaced as well.
3. Replace existing roofing, and associated insulation down to the existing roof deck, with new hot applied modified bituminous roofing system on new 3" polyisocyanurate base insulation with tapered insulation for proper drainage, and all associated roofing accessories including but not limited to pressure treated wood blocking as required, flashings, pitch pockets, metal flashings, counter flashings, scuppers, copings, metal edges, etc. Warranty is to be a 20 year No Dollar Limit.
4. Replace overhead doors with new insulated overhead units.
5. Install weather stripping at exterior FRP doors.
6. Replace existing skylight with new insulated high performance unit.
7. Replace single pane glazing at Greenhouse with new double insulated glazing and shading system.

Building C Annex:

1. Replace existing exterior glass doors, associated transoms and side lites with new double insulated aluminum thermal glass units. All associated weather stripping and door hardware is to be replaced as well.
2. Replace existing store front with new tinted double insulated glazing.

Health Career Center:

1. Replace existing single pane windows with new double insulated, thermally broken, aluminum windows. Sizes, operation and locations are to match existing.
2. Replace existing exterior glass doors, associated transoms and side lites with new double insulated aluminum thermal glass units. All associated weather stripping and door hardware is to be replaced as well.

III. PROFESSIONAL SERVICES

It is understood that it is in the best interest of the Board of Education to contract with their own professionals who are familiar with the District and Owner's standards. Therefore Spiezle Architectural Group, Inc. has been retained as the Architect for these projects, along with their consulting engineers, to produce the drawings and specifications which are consistent with the District's standards and Article 1185. In addition, the Architect will prepare all of the Long Range Facility Plan (LRFP) and Department of Education(DOE) submissions, and the general conditions of the bidding documents that will be given to the ESCO. The Architect will assist the ESCO on behalf of the Owner as a third party observer to determine that the installation of the ECM's meets the Owner's design intent. The ESCO should include in its fee an amount equal to 8 % of the aggregate construction cost of the entire project which will be paid over to the Owner for reimbursement of the professional fees (which including Architectural/Engineering fees, Owners Attorney's fees, bonding costs, and reimbursables) for services rendered in connection with this RFP and the Architect's services described above.

It should be clearly stated within the ESCO response to the RFP whether the ESCO will use its in-house engineers to prepare the detailed design and specification of any specified ECM. It is understood that the District's Architect will still prepare all of the LRFP and DOE submissions, together with the design and documents for ECM's related to building envelope and integrity along with specification for the ESCO's engineers to use as a guideline in preparing the ESCO's detailed design and specifications for other specified ECM. In the event the ESCO elects to use its in-house engineers to prepare the detailed design and specification of any specified ECM, the District's Architect will still prepare the LRFP and DOE submissions, the specifications for a fee equal to 4.5 % of the aggregate construction cost of the entire project minus 3.5 % of construction cost of the ESCO-designed ECMs.

Once selected, the ESCO agrees that upon signing an interim contract for design and bidding services for requested ECM's prior to the ESIP contract, the ESCO will reimburse the District for its Professional fees within 7 days of receipt of payment from the owner.

IV. THE SELECTION PROCESS

A. Timetable

Owner expects to undertake the selection process described below according to the following schedule:

<i>-Request for Proposal Published</i>	<u>September 22, 2010</u>
<i>Pre-Proposal Conference/ -Facilities Walk-Through</i>	<u>September 29, 2010</u>
<i>-Last Day for Questions, Clarifications and Submission of Proposed Form of Agreement</i>	<u>October 11, 2010</u>
<i>- Energy Services Companies submit “Energy Savings Plan Development and -Implementation” Proposals</i>	<u>October 26, 2010</u>
<i>-Interview of Finalists</i>	<u>October 28, 2010</u>
<i>-Board Review and Award of Phase 1 of Project Development Agreement</i>	<u>November 1, 2010</u>

Each of these steps in the selection process is described in the sections that follow.

B. Prebid Conference and Site Visits

Owner will conduct a prebid conference and walk-through inspection of the buildings included in the RFP beginning at **10:00AM on September 29, 2010**. The bidder's conference will commence at **MCTS in the Assunpink Center, Building A, Board Room** with the walk through inspections of the buildings to begin immediately thereafter. Owner's personnel and other selected Owner's representatives will be at the conference to answer questions regarding this RFP and this project. It is strongly encouraged that additional time be spent (after the prebid date) within the district reviewing the project sites.

POINTS WILL BE AWARDED IN THE EVALUATION TO THOSE ESCO'S WHO ATTEND THE BIDDERS CONFERENCE AND SPEND TIME PHYSICALLY SURVEYING THE BUILDING.

Owner will arrange site visits with interested contractors where such contractors can conduct walk-through inspections of all buildings included in the RFP.

C. Submission of Proposals

Interested contractors will submit proposals as described in Sections V and VI below.

D. Proposal Evaluation

All proposals will be evaluated by the Owner, the Owner's Representative and other parties as the Owner may deem appropriate. The Owner will conduct interviews with finalists to clarify information provided in the proposals. The Owner will make a final selection based upon such factors as deemed to be in its best interests. Note that the Board Reserves the right to waive strict compliance with any requirement, which may be in the best interest of the District when evaluating the RFP responses.

Proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses:

1. Experience and Qualifications of the Respondent (30%)

Preference will be given to respondents demonstrating strong capabilities, experience, success in applying for and receiving state and federal rebates for Owners and reputation in undertakings similar to those described in this RFP, and providing authoritative documentation of the respondent's financial condition and stability. Specifically, the respondents shall list other clients where similar projects have been successfully implemented and monitored. Furthermore, because of the desired response capability, response to local problems is a necessity. The ESCO must describe how a local contractor will respond to repairs and services of ECM's. Provide a listing of at least 10 projects similar in nature. Examples to include any projects that were in compliance with NJ ESIP Chapter 4 Laws of 2009. Note that individual team member resumes are required to be submitted within this section for evaluation.

2. Technical Approach (25%)

Proposals should include a detailed and sound technical approach to meeting Owner's energy efficiency objectives. Proposals should also outline the respondent's specific responsibilities for operation, maintenance and repair of equipment and systems following installation, and should demonstrate the ability of the respondent to provide service on both a routine and emergency basis. Preference will be given to firms who can provide onsite support, training and operational enhancements that will assure the success of the project over the entire term. Respondents should demonstrate their capabilities and methodologies regarding training, staff support, management and associated programs proposed. This shall include years of experience and specific training, relevant to the proposed scope of work.

3. Financial Terms (25%)

Preference will be given to proposals that responsibly maximize the net economic benefit to Owner. Factors that will be considered include: the proposed term (length) of the Performance Contracting agreement, the benefit to Owner from entering into the transaction, and the level of energy savings achieved in the buildings and will require proposals to include a guaranteed level of energy savings (in dollars) and to provide a cash flow consistent with the economic plans of the owner as well as the ESCO's fee percentage and how it impacts the ESIP. Additionally the ESCO will indicate what the additional cost would be in a percentage of construction cost for them to guarantee the energy savings as an option. Refer to Form II.

4. Ability to Implement Project Promptly (10%)

Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, including the procurement of any necessary financing, in a prompt and efficient manner with minimal disruption to the owner. It is the intent of this RFP for all construction work to be fully complete no later than: to be determined however, work is to begin May 2011.

5. Efforts in Understanding Specific District Building (10%)

Preference will be given to those proposals and firms that demonstrate, time and effort was spent in the district understanding the district's needs and requirements, which include surveying and attendance at the pre-bid meeting.

E. Performance Contracting Agreement Between Owner and ESCO (The "Agreement")

Once a final selection has been made as described above, Owner will submit to the selected Contractor a Performance Contracting agreement (the "Agreement"), which will include those terms set forth in Section VIII of this RFP. The ESCO shall execute an Investment Grade Energy Audit Agreement (IGEA) with the Owner to set forth terms and conditions under which a detailed systems and financial audit of the Owner's facilities will be conducted. The purpose of this phase of the project is to ensure the Owner's input and feedback is incorporated to the final project before implementation begins. This audit includes detailed energy analysis and feasibility study by the ESCO of the Owner's facilities, conceptual architectural/engineering design for all mutually agreed upon scopes of work finalizing of all third-party financing arrangements, project implementation schedules defined, and permitting plan for the district wide energy conservation program.

Upon acceptance of the Investment Grade Energy Audit by the Board of Education, the Owner and the ESCO will sign the agreement, thereby requiring the ESCO to proceed. Upon completion of the audit, the ESCO will present a formal Energy Audit Report back to the Board of Education (in accordance with the specified timetable herein.) This report will include final technical and financial terms of the proposed program and transaction. The ESCO will also be required to provide a proposed schedule of work, planned completion dates for Board approval. If during this phase, it is determined that the program options identified by the ESCO do not fall within mutually agreed-upon acceptable financing requirements and project scope similar to those proposed by the ESCO, the Agreement may be terminated with no financial liability to the Owner beyond that specifically identified in the Agreement. However, if it is determined that the project's feasibility is within the agreed-upon financing parameters and project scope, and the Owner terminates the Agreement for any reason, then the Owner agrees to compensate the ESCO a mutually-agreed upon amount for the engineering design and permitting effort incurred through termination. That amount will be as stated in the Agreement.

Upon the determination that the project is feasible and acceptable to the Owner after the IGEA, verification of all project savings have been conducted by a qualified third-party on behalf of the Owner, and the governing body has officially adopted the Energy Saving Plan as its Energy Saving Improvement Program, the Agreement will be modified to include the approved ESIP between the Owner and the ESCO.

V. RFP PROCEDURES

A. Point of Contact

Questions concerning this RFP and the procedures for responding to the RFP should be directed in writing to Spiezle Architectural Group, Inc., 120 Sanhican Drive, Trenton, NJ 08618, 609-695-7400 via email at tperrino@spiezle.com and no later than Monday October 11, 2010.

B. Submission of Proposals

Respondents should submit an original and 6 copies of their proposal. Proposals must be received by 11:00AM, October 26, 2010 at the following address:

Mercer County Technical Schools
The Assunpink Center
Administration Building
Building A
1085 Old Trenton Road
Trenton, NJ 08690

Mercer County Technical Schools will disqualify from consideration proposals received after the time and date specified above.

C. Security

Respondents must include with their proposal a security bond in the amount equal to five percent (5%) of the proposed initial investment on the Premises, as calculated at the time the proposals are received. This security bond shall secure owner from loss or damage by reason of withdrawal of the proposal after the date set for submission of proposals for a period of sixty (60) days or as mutually agreed to by Owner and Contractor.

D. Proprietary Information

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will be used by owner solely for the purposes of evaluating proposals and conducting contract discussions.

E. Modification or Withdrawal of Proposal

Any proposal may be withdrawn or modified by written request of the respondent, provided such request is received by Owner at the above address prior to the date and time set for receipt of proposals.

F. Right to Reject

In submitting this proposal, it is understood by the respondent that the right is reserved by Owner to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities when to do so is in the best interest of Owner, subject to the stipulations of law. Further the submitting entity is required to hold the numbers/costs within this RFP for sixty (60) days after submission.

G. Cost of Proposal Preparation

Any and all costs of preparing a response to this RFP, including site visits and preliminary engineering analyses, will be the sole responsibility of the proposing firm and will not be reimbursed by owner.

H. Form of Agreement

The ESCO shall provide their recommended form of Agreement for review. The Agreement must include all terms and conditions of this RFP. The final Agreement shall be in a form acceptable to the Owner. The Owner reserves the right to make changes to this proposed Agreement prior to the execution by the successful ESCO and the Owner.

VI. PROPOSAL FORMAT AND CONTENTS

Proposals must be submitted in the format outlined in this section, with each of the described forms and sections completed in full (excepting those sections described as optional). Respondents not utilizing this format will be considered non-responsive. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. Owner reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

Each of the forms and sections described below should begin on a separate page, and each page should clearly state the name of the respondent. Each section is to be clearly identified with the section information below.

A. Outline of Proposal Contents

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

Section A: Table of Contents

Section B: Firm Background and Qualifications

Section B-1: General Information: ESCO - **Form I**
Section B-2: Project Team Resumes

Section C: Annual Report /Financial Statements

Section D: Presentation of Completed Energy Conservation Projects

Section E: Legal Qualifications

Section E-1: Bid Bond
Section E-2: Certificate of Insurance
Section E-3: State of New Jersey Public Works Registration
Section E-4: State of New Jersey Department of Treasury Notice of Classification for an ESCO
Section E-5: Notarized State of New Jersey Form DBC 701
Section E-6: Affidavit of Non-collusion
Section E-7: Stockholder or Partnership Disclosure Statement
Section E-8: Certificate of Equal Opportunity
Section E-9: Affirmative Action Questionnaire (in compliance with N.J.A.C.)
Section E-10: Performance Bond (Statement of eligibility)
Section E-11: New Jersey Business Certificate

Section F: Technical Aspects of the Proposal

Section F-1: Technical Summary of Improvement Energy Savings - **Forms III A&B**
Section F-2: Project Management Overview Approach
Section F-3: Savings Calculations & Monitoring
Section F-4: Description of Service & Training
Section F-5: Fee – **Form IV**
Section F-6: Description of Project Guarantee

Section G: Financial Aspects of the Proposal

Section G-1: Financial Projections (Project Cash Flow) - **Form V**
Section G-2: Anticipated Utility Rebates and Incentives
Section G-3: Additional Information: Financial Aspects

Section H: Schedule for Completion of the Project

Section H-1: Work Schedule
Section H-2: Payment Schedule

Section I: Energy Conservation Measures

Section I-1: Energy Conservation Measures & Description and Scope of Work

Section J: Official Statements by Respondent

B. Firm Background and Qualifications

Section B of the proposal must contain the following information about the proposer:

1. Information about the proposer (addresses, telephone numbers, names of contact persons and of lead personnel) should be provided on **Form I, section B-1**
2. Resumes for each of the individuals listed as lead personnel for the proposer on **Form I** should be included in the proposal as **Section B-2**.

C. Annual Report/ Financial Statements

Section C of the proposal must contain either annual reports or compiled financial statements covering the two most recent fiscal years for the proposer listed on **Form I**.

D. Presentation of Completed Energy Conservation Projects

Section D of the proposal must show prior relevant work experience of the proposer including:

- a) client's name and address;
- b) total project cost;
- c) type of contract (e.g., sales, lease, shared savings, etc.);
- d) name and telephone number of reference for the project;
- e) brief description of the project (including type of facility at which project was implemented).

At a minimum, ten (10) references shall be included that are related to similar projects. If more than ten projects are relevant to this RFP, remaining examples of experience may be briefly summarized. Projects approved following the NJ ESIP Chapter 4 Laws of 2009, shall be identified.

E. Legal Qualifications

Section E of the proposal must contain the following information:

1. Bid Bond
2. Certificate of Insurance
3. State of New Jersey Public Works Registration
4. State of New Jersey Department of Treasury Notice of Classification for an ESCO
5. Notarized State of New Jersey Form DBC 701
6. Affidavit of Non-collusion
7. Stockholder or Partnership Disclosure Statement
8. Certificate of Equal Opportunity
9. Affirmative Action Questionnaire
10. Performance Bond (Statement of Eligibility)
11. New Jersey Business Certificate

F. Technical Aspects of the Proposal

Section F of the proposal should contain the following information about the proposer's technical approach to meeting owner's energy efficiency objectives:

1. Information about the specific measures the ESCO proposes to implement in the building(s) (projected annual energy savings, provided on **Forms II & III A&B** as **Section F-1.**)
2. A description of the proposer's approach to the installation of the equipment should be included in the proposal as **Section F-2.**
3. A description of the method to be used to measure energy savings achieved in buildings through the efforts of the proposer (including any methods to be used to adjust for factors such as weather, or changes in the use or structure of buildings) should be included in the proposal as **Section F-3.**
4. A description of how the proposer intends to train, support, manage and work with the existing staff with regards to servicing and maintaining of the equipment. As **Section F-4.**
5. Fee: The respondent shall submit a stated value to be paid to the respondent only in the case the owner decides not to implement the project once all design, project development, sub contractor bidding has been completed including any costs stipulated to be included in the Contractor's proposal for provision to the Owner to the degree those costs will have been incurred to reach this point in the Project. If the Project moves ahead to implementation within sixty (60) days, these costs are to be rolled into the project overall costs. **Form IV as Section F-5**
6. The ESCO must offer both a guaranteed savings program as well as a non-guaranteed program with costs of each indicated.

G. Financial Aspects of the Proposal

1. A description of the projected cash flow for this project should be included in the proposal on **Form V** as **Section G-1.**
2. A description of any federal and state tax benefits, grants, rebates, etc. the respondent expects to claim in connection with its investment should be included in the proposal as **Section G-2** (optional).
3. Additional information about the financial aspects of the proposed transaction may be included in the proposal as **Section G-3** (optional).

H. Schedule for Completion of the Project

1. The respondent's projected schedule for completion of the tasks and associated responsibilities outlined in the proposal should be included in the proposal, as **Section H-1.**
2. Provide a Payment Schedule that reflects payment for work completed as **Section H-2.**

I. Energy Conservation Measures

The respondent must detail all individual ECM's by facility associated with the mechanical, electrical, structural, or related building systems. These details must include general scope, technical methodology, reasons for consideration, financial impact and any special service requirements associated with the retrofits and costs associated, as **Section I-1**

Any ECM proposed must be fully compatible and communicate with the Owners standards and equipment.

J. Official Statements by Respondents

Proposals must contain statements to the following effect, signed by an individual authorized to bind the respondent:

1. The respondent has read and agrees to the terms and conditions set forth in this RFP.
2. The terms and conditions set forth in the proposal will remain open for at least thirty (60) days from the deadline for submission of proposals.

A "Proposed Form of Agreement" shall be attached with the cost and conditions included which is in conformance with Public Schools Contract Law N.J.S.A. 18A:18A -1.

VII. TECHNICAL GUIDELINES

Construction Work

All services related to the installation or modification of facilities, and all installation and construction work, shall be performed by the ESCO and contractors licensed by the authorities having jurisdiction.

VIII. SIGNIFICANT PROVISIONS OF PROPOSED PC AGREEMENT

Owner intends to include the terms described in this section in the Agreement to be submitted to the selected ESCO.

A. Trade Names and Patents

Whenever an article of any class or materials or equipment is specified by the trade name of any particular patentee, manufacturer, or dealer, or by reference to the catalog of any such manufacturer, or dealer, it shall be taken to mean and specify the article or articles or materials described or equal thereto in quality, finish and durability and equally as serviceable for the purpose for which it is or they are intended. .

B. Patent and Patent Rights

The ESCO shall protect and save owner harmless against all claims and actions brought against owner by reason of any actual infringement upon patent rights in material, process, machine or appliance used by the ESCO/Contractor in the work.

C. Right-of-Way

The necessary rights-of-way for any construction to be done across or in private property will be obtained by owner. The ESCO/Contractor shall take due and proper precautions against any injury to adjacent structures.

D. Labor Laws and Ordinances

The ESCO/Contractor shall obey and abide by all the laws of the State of New Jersey or Federal government relating to the employment of labor and public work.

The ESCO/Contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. The ESCO/Contractor further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

All State Laws and Regulations, regarding the prevailing wage rates will be adhered to.

E. Rebates

The ESCO shall be responsible for application for rebates, if any are available.

F. Assignment or Subletting of Contract

The ESCO shall be fully responsible to Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the subcontractors, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in this Agreement shall create any contractual relation between any subcontractor and Owner.

The ESCO shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part hereof, or grant the right, title or interest in the same or any part thereof, without the previous written consent of owner. The ESCO shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Agreement, without the previous written consent of Owner.

G. Workmen's Compensation Insurance

The ESCO/Contractor shall procure and maintain during the life of this Agreement Workmen's Compensation Insurance in accordance with the Workmen's Compensation Act of the State of New Jersey, adequately protecting all labor employed by the ESCO /Contractor during the life of this Agreement and shall provide evidence to Owner that such insurance is in fact in force. All Certificates of Insurance shall be forwarded to Owner.

H. Comprehensive General Liability Insurance

The ESCO /Contractor shall procure and shall maintain in effect during the life of this Agreement Comprehensive General Liability Insurance in an amount not less than \$5,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury Liability and \$5,000,000 each occurrence for Property Damage Liability. In addition, Comprehensive General Liability Insurance shall include coverage for Personal Injury Liability (including employment related suits), Independent ESCO /Contractors Liability, Blanket Contractual Liability, and Products and completed Operations Liability.

I. Comprehensive No-Fault Automobile Liability Insurance

The ESCO /Contractor shall procure and maintain in effect during the life of this Agreement Comprehensive No-Fault Automobile Liability Insurance with residual limits of \$2,000,000 each occurrence for Bodily Injury and Property Damage Liability. Such coverage is to include Employers Non-Owned and Hired Car Liability and is to cover all vehicles owned, leased, operated by or for or on behalf of the ESCO /Contractor.

J. Indemnification

The ESCO /Contractor agrees to indemnify, defend and hold the owner and their Consultants harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with or resulting from the negligence or misconduct of ESCO /Contractor or its employees or other agents in connection with its activities within the scope of this Agreement, insofar as any such loss or claim is not covered by available insurance proceeds owner agrees to indemnify, defend and hold the ESCO /Contractor harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from the negligence or misconduct of owner or its employees or other agents in connection with its activities within the scope of this Agreement, insofar as any such loss or claim is not covered by available insurance proceeds. In addition, owner shall indemnify, defend and hold the ESCO /Contractor harmless from any claims of its creditors to any right, title or interest in the Equipment. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities resulting from the negligence or misconduct of the other party. With respect to each part, the duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Agreement with respect to any claims based on facts or conditions which occurred prior to termination.

K. Performance and Payment Bonds

Performance Bond and Labor and Material Payment Bond will be required of the successful bidder as ESCO /Contractor for full value and full term of contract.

L. Standards of Comfort

Each energy conservation measure proposed by the ESCO /Contractor must meet the following minimum comfort level requirements:

<u>Type of Service</u>	<u>Environmental Requirements</u>
<i>I. Heating</i>	<i>October to May</i>
- Space Temperature	72°F Occupied Hours 55°F Un-Occupied Hours 40%-60% Relative Humidity
- DHW Temperature	120°F. Occupied hours
<i>II. Cooling (were applicable)</i>	<i>May to October</i>
- Space Temperature	78°F Occupied Hours 85°F Un-Occupied Hours 40%-60% Relative Humidity
<i>III. Lighting</i>	<i>As per all applicable NJ State Building and Department of Education Codes</i>

M. Arbitration

Any dispute, controversy or claim arising out of or in connection with or relating to this Agreement or any breach or alleged breach hereof, shall, upon the request of any party involved (and without regard to whether or not any provision of this Agreement expressly provides for arbitration), be submitted to and settled by arbitration at the locality where the Premises are situated in conformance with rules of the American Arbitration Association then in effect (or at any other place or under any other form of arbitration mutually acceptable to the parties). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of a forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel.

N. Compliance with Law and Standard Practices

The ESCO/Contractor shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws; rules, and regulations, including applicable licensing requirements, according to sound engineering and safety practices, and in compliance with any and all reasonable rules of owner relative to the Premises. The ESCO/Contractor shall be responsible for obtaining all governmental permit, consents, and authorizations as may be required to perform its obligations hereunder. ESCO/Contractor shall provide a brief overview of a company implemented safety program, that all works will adhere to during the installation period of the contract. ESCO/Contractor to supply jobsite safety policy statements.

O. Qualifications

The submission of a proposal deems permission to the Owner and to its consultants to make inquiries concerning the ESCO/Contractor and its principals, officers and directors to any persons or firms the Owner deems appropriate.

Pursuant to N.J.S.A. 52:25-24.2, Proposer shall submit with its bid, or prior to the Board's receipt of bids, a statement setting forth the names and addresses of all stockholders if Proposer is a corporation, or partners if Proposer is a partnership, who own or control a ten percent (10%) or greater interest therein.

If one or more stockholder or partner is itself a corporation or partnership, the Proposer shall submit such further disclosures as are required by law and this RFP.

P. Key Personnel

Key personnel assigned to this project by the ESCO/Contractor shall not be removed from this project without prior written approval of the Owner. Such approval may not be unreasonably withheld. Owner maintains its right, in the case of an approved removal of ESCO/Contractor's key personnel, to approval of replacement personnel.

Q. Representations and Warranties of ESCO/Contractor

The ESCO/Contractor represents and warrants as follows:

1. The ESCO/Contractor is familiar with documents appended to this Agreement and with applicable laws and regulations.
2. The ESCO/Contractor is duly organized, validly existing, presently in good standing and having all necessary powers to enter into this Agreement and to do business in the State of New Jersey.
3. There is no pending or threatened labor dispute, strike, or work stoppage affecting ESCO/Contractor's business.
4. There is no suit, action, arbitration or legal, administrative, or other proceeding pending, or to the best knowledge of the ESCO/Contractor, threatened against the ESCO/Contract that would affect or impair the performance by ESCO/Contractor of this Agreement.
5. The ESCO/Contractor will obtain all registrations, licenses, certificates of inspection reports, or other clearances required to be obtained of any governmental or organizational agency, in order to enable it to fully perform the terms of this Agreement.
6. The ESCO/Contractor has the right, power, legal capacity, and authority to enter into and perform all its obligations under this Agreement and no approval or consent of any person other than the ESCO/Contractor is necessary to effect the execution and performance of this Agreement by the ESCO/Contractor.

7. There are no other circumstances which would adversely affect the ESCO/Contractor's ability to execute this Agreement and fully perform its obligations hereunder.
8. The information in all documents, lists, policies, and other writings furnished, or to be furnished, to owner by, or on behalf of, the Contract is true and accurate, and does not fail to include any statement of a material fact, the omission of which would be misleading.
9. None of the representations or warranties made by the ESCO/Contractor, or made in any certificate or memorandum furnished to owner by, or on behalf of, the ESCO/Contractor, contains or will contain any untrue statement of a material fact, or omit any material fact, the omission of which would be misleading.
10. The ESCO/Contractor shall, at the ESCO/Contractor's expense, provide owner with such evidence of the accuracy of any and all representations and warranties herein contained as owner may require. The ESCO/Contractor shall, at ESCO/Contractor's expense provide owner with such other evidence of ESCO/Contractor's compliance with the terms of this Agreement as owner may require.

R. Liquidated Damages

Owner requires that all work must be completed by to be determined. In the event of the failure of the ESCO/Contractor to complete the said work within the time stated in its proposal, the ESCO/Contractor shall be liable to the Owner in the sum of **(\$1,000.00) ONE THOUSAND DOLLARS** per day for each and every calendar day that the work remains incomplete in accordance with designated phased completions. Note that the project start date will be defined as notice to proceed letter date issued by the Board. This sum shall be treated as liquidated damages (and not a penalty) for the loss to the Owner of the use of premises in a completed state of construction, alteration or repair, and for added administration and inspection costs to the Owner on account of the delay; provided, however, that the said liquidated damages shall be in addition to other consequential losses or damages that the Owner may incur by reason of such delay, such as, but not limited to, reasonable attorney's fees, all additional consequential Architectural and Engineering fees incurred including, but not necessarily limited to, additional design work, submittal reviews, correspondence, inspections, job meetings, reviewing applications for payment, punch lists, and similar services, etc. by the Owner after the scheduled date of substantial completion, other added costs of the project and the cost of furnishing temporary services, if any. Any such sums for which the ESCO/Contractor is liable may be deducted by the Owner from any monies due or to become due to the ESCO/Contractor.

S. Contractor Financial Stability

Upon ESCO selection, the successful bidder must submit a copy of their Dun and Bradstreet credit report to Owner. Owner will only enter into final negotiating with a firm of strong financial standing.

T. Contractor Default

Should the selected contractor default any time during the Agreement Term, all equipment and mechanical systems must be returned to its original state at no cost to owner.

U. Competitiveness and Integrity

The proposal process defined within this RFP is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. All evaluations will apply a consistent method of review and metrics to score ESCO proposals, as set forth in the attachments to this RFP. Proposers are to direct all communications regarding their proposal only to the Project Director designated below and are not to contact Board Officials or employees directly unless specifically directed to do so by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offending Proposer's proposal.

V. Ambiguity, Conflict or Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, the Proposer shall immediately notify the Board of such error in writing, which notice can be delivered by hand, mail, overnight carrier, facsimile or E-mail addressed to Project Director:

Spiezle Architectural Group, Inc.
120 Sanhican Drive
Trenton, NJ 08618
Attn: Tom Perrino, AIA, LEEDap, Principal
Email: tperrino@spiezle.com

W. Revisions to the RFP

If it becomes necessary to clarify or revise this RFP, such clarification or addendum shall be issued by the Board by letter, email or written addendum to the RFP.

Any RFP addendum shall be delivered by hand, certified mail, facsimile, e-mail or delivery by courier service which certifies delivery. Only those Proposers that have already received the proposal documentation directly from the Board will be provided the clarification or revision unless the Proposer notifies the Project Director that it seeks to be included on the distribution list for any revisions, addenda or clarifications.

Any addendum to, and/or clarification or revision of this RFP shall become part of this RFP and, if appropriate, part of the ESIP Agreement that derives from the RFP.

X. Costs

The Board assumes no responsibility for costs incurred by Proposers in the development, preparation and submittal of responses to this RFP.

FORM I

**ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
GENERAL INFORMATION: CONTRACTOR
Mercer County Technical Schools
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: _____
6. 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): PROJECTED ANNUAL ENERGY SAVINGS DATA FORM Mercer County Technical Schools 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.

<i>Energy/Water</i>	ESCO Developed Baseline (Units) ⁽¹⁾	ESCO Developed Baseline (Costs \$) ⁽¹⁾	Proposed Annual Savings (Units) ⁽²⁾ From Form III A only	Proposed Annual Savings (Costs \$) ⁽²⁾ From Form III A only
Electric Demand (MMBTUs)				
Electric Energy (MMBTUs)				
Natural Gas (MMBTUs)				
Fuel Oil (MMBTUs)				
Steam (MMBTUs)				
Water (MMBTUs)				
Other (Specify) (MMBTUs)				
Other (Specify) (MMBTUs)				

(1) "ESCOs Developed Baseline": Board's current annual usages and costs as determined by the proposing ESCO; based off Board's utility information as provided to proposing ESCO.

(2) "Proposed Annual Savings": ESCOs proposed annual savings resulting from the Board's implementation of the proposed ESIP, as based upon "ESCOs Developed Baseline".

FORM III - A

**ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
ENERGY CONSERVATION MEASURES (ECMs) SUMMARY FORM
Mercer County Technical Schools
ENERGY SAVING IMPROVEMENT PROGRAM**

ESCO Name: _____

Proposed Preliminary Energy Savings Plan: ECMs (Base Project)	Estimated Installed Hard Costs ⁽¹⁾ Budgetary Only \$	Estimated Annual Savings \$	Estimated Simple Payback (years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
<i>Add additional lines as needed*</i> Summary:	Project		

(1) The total value of budgeted 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, Profit, etc. Those numbers will be defined and updated after investment grade audit and are only used as initial indications at this time.

FORM III – B

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP): ENERGY CONSERVATION MEASURES (ECMs) SUMMARY FORM Mercer County Technical Schools ENERGY SAVING IMPROVEMENT PROGRAM

ESCO Name: _____

Optional ECMs <i>Considered, but not included with base project at this time</i>	Estimated Installed Hard Costs ¹ \$	Estimated Annual Savings \$	Estimated Simple Payback (years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
<i>Add additional lines as needed *</i> Summary: Project			

(1) The total value of budgeted 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, Profit, etc. Those numbers will be defined and updated after investment grade audit and are only used as initial indications at this time.

FORM IV

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP): ESCOs PROPOSED FINAL PROJECT COST FORM FOR BASE CASE PROJECT Mercer County Technical Schools ENERGY SAVING IMPROVEMENT PROGRAM

ESCO Name: _____

A. PROPOSED CONSTRUCTION FEES

Fee Category	Percentage of Hard Costs (1) (2)
Project Service Fees	
Design Engineering Fees	
Construction Management & Project Administration	
System Commissioning	
ESCO Overhead	
ESCO Profit	
Project Service Fees Sub Total	
TOTAL FINANCED PROJECT COSTS:	

B. PROPOSED ANNUAL SERVICE FEES

First Year Annual Service Fees	Percentage of Hard Costs (1) (2)
SAVINGS GUARANTEE (REQUIRED <i>OPTION</i>) IN PERCENTAGE	
Measurement and Verification (Associated w/ Savings Guarantee Option) Performed by 3 rd Party. Indicate in dollars not percentage.	
ENERGY STAR™ Services (<i>optional</i>)	

C. INVESTMENT GRADE ENERGY AUDIT

	Dollar Amount (3)
Investment Grade Energy Audit – Indicate in dollars not percentage.	

NOTES:

- (1) Fees should include all mark-ups, overhead, and profit. Figures stated as a range will NOT be accepted.
- (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) Only to be paid in the event the Board Elects not to implement the ESIP.

ESCO'S PRELIMINARY ENERGY SAVINGS PLAN (ESP):
ESCO's PRELIMINARY ANNUAL CASH FLOW ANALYSIS FORM
Mercer County Technical Schools– ENERGY SAVING IMPROVEMENT PROGRAM

[illegible]