

INTRODUCTION

FLORENCE SCHOOL DISTRICT FIVE (hereinafter referred to as "Customer") requests proposals from qualified firms for the provisioning of an Energy, Water or Wastewater Savings Contract. Pursuant to SC Code: 48-52-670, Customer is seeking qualifications from interested Energy Services Companies (ESCOs) capable of providing a comprehensive solution that will reduce energy and operational costs across its facilities.

GENERAL RESULTS DESIRED

Customer will procure services to accomplish the conservation measures through a guaranteed energy, water, and wastewater savings contract ("Contract").

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

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

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

The Customer is considering a combination of federal funding, grants and rebates, as well as financing that can be repaid out of guaranteed annual savings. If federal funding is used to fund the proposed projects, in whole or in part, ESCO would be responsible for ensuring that all contractors and project elements meet all applicable state and federal codes, regulations and requirements necessary for federal funding opportunities available to the Customer, including but not limited to the following:

- Coronavirus Aid, Relief, and Economic Security (CARES) Act,
- Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA),
- American Recovery Plan Act (ARP), and
- Infrastructure Investment and Jobs Act (IIJA).

Additionally, the Customer is open to additional opportunities, projects and/or phases of work that would improve facilities, operations and drive energy and operational efficiencies.

DESCRIPTION OF THE PROCUREMENT PROCESS

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

ADVERTISE: Publicize the Request for Qualifications (RFQ) in accordance with District procurement process.

- 1. SUBMISSION OF WRITTEN QUALIFICATIONS: The Customer through its designated representatives will review and evaluate the written responses to this Request for Qualifications (RFQ) in accordance with the evaluation criteria identified in Attachment B. The Customer will either select the most qualified ESCO or request oral interviews from a shortlist of candidates of the procurement process.
- 2. ORAL INTERVIEW: If so desired following the review of the RFQ packages, a shortlist of qualified firms may participate in an oral interview to more fully discuss how their qualifications to this project satisfy the evaluation criteria set forth in Attachment B. It will be the sole responsibility of the Project Evaluation Team to make the final selection of a Project Contractor based upon the evaluation of written responses to the RFQ, client reference checking, and the oral responses received during the interview process.
- 3. SELECTION OF ESCO TO ENTER INTO INVESTMENT GRADE AUDIT AGREEMENT: The selection committee will select the ESCO deemed to be most qualified to perform the requested services. Customer and selected ESCO shall enter into an Investment Grade Audit Agreement. The ESCO's proposed contract terms must include the performance and presentation of results from a detailed investment grade technical energy audit and report of acceptable quality to the Customer. If the Customer decides not to enter into a contract after the audit report has been accepted, the Customer agrees to pay the cost of the audit as stated in the contract, provided that all contract terms and conditions of the audit have been met by the ESCO. The Customer intends to negotiate a final Energy Services Agreement (ESA) for these services. If an acceptable contract cannot be reached within 90 days from the date of ESCO selection, negotiations with the second-ranked ESCO may be initiated.

SITE VISITS

The Customer will arrange a **mandatory** walk-through inspection tours of the facilities included in this RFQ prior to the submission of qualifications. Site representatives will be available to answer questions about the operation of the buildings.

RESTRICTION OF CONTACT

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

Mr. Adam Kennedy, Chief Operations Officer akennedy@fsd5.org

SUBMITTAL FORMAT

Companies who wish to be considered by the Customer must submit three (3) copies of their response. All submissions become the property of the Customer and will not be returned to the ESCO. The Customer reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in its best interest to do so. All costs associated with submission preparation will be borne by the submitting company.

PROPOSED PROJECT SCHEDULE

The following schedule is the proposed schedule and may change during the project.

Activity	Dates
Advertise/Issue RFQ	11/28/2023
Mandatory Site Visit	12/13/2023 at 10:30AM
Cutoff for questions	12/15/2023 NLT 4:00PM
Written Qualifications Due	1/3/2024 NLT 4:30PM
Oral Interviews/Presentations	1/10/2024
ESCO Selection	1/23/2024
Investment Grade Audit Executed	TBD
Negotiations and Execution of Energy Services Agreement	TBD
OSF Review and Approval of Technical Energy Audit & Report & Contract	TBD

ATTACHMENTS

To aid companies in their response to this request the following items are attached after the Evaluation Criteria.

- Attachment A: Contract Terms and Conditions
- Attachment B: ESCO Profile Form

EVALUATION CRITERIA

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

ESCO Scoring Sheet	
	Rating 1-10 (worst-best)
Experience	
1 Company history and number of years in husiness	

1	Company history and number of years in business	
2	Experience with implementing guaranteed energy savings contracts	
2	Proof of National Association of Energy Services Company (NAESCO) Accreditation	
3	(Yes = 10, No = 0)	
4	Personnel demonstrate strong experience, professional qualifications, and tenure	
5	Clear assignment of responsibility for various project tasks to specific individuals	
6	Demonstration of in-house design, construction, and measurement and verification capabilities.	

Track Record & References

7	Strength of overall track record in the Southeast with similar entities	
8	Relevant experience in working with similar customers, delivering similar solutions to those desired by customer and collaborating with subcontractors in the region.	
9	Positive feedback from reference base	
10	Reference Savings Transparency: If non-energy savings were used, they are clearly explained and verifiable	
11	Strength of approach to savings shortfalls and experience with repayment for non-performance	

Project Management

12	Ability to deliver a comprehensive scope of services	
13	Quality of proposed training for facility staff	
14	Approach to ongoing maintenance is flexible and reasonable	
15	History of product neutrality and experience with different equipment manufacturers	
16	Quality of Investment Grade Audit (IGA) approach and sample IGA report	
17	Quality of construction management and problem-solving capabilities	
18	Quality of approach to project commissioning and sample commissioning plan	

Technical Approach

19	Transparency of guarantee language and inclusion in Energy Services Agreement	
20	Quality of post-installation support and measurement and verification services	
21	Sample Savings Report is transparent, straight-forward and supports mutual accountability	
22	Quality of baseline calculations and methodology for handling changes to the baseline	
23	Quality of Sample Measurement & Verification Plan	
24	Reasonable approach to calculating stipulated savings and construction period savings	

Financial Strength

Financial soundness and stability of ESCO (ability to support the guarantee)	
Quality of audited financials, proof of insurance and proof and extent of bonding capabilities (<i>If audited financials are not provided, score = 0</i>)	
Reasonableness of pricing policy	
Capability to develop projects which qualify for attractive financing terms	
Experience in implementing federally funded projects	
Quality of approach and experience in seeking, bundling, and delivering creative funding opportunities that enhance the financial attractiveness of project.	
	Quality of audited financials, proof of insurance and proof and extent of bonding capabilities (<i>If audited financials are not provided, score = 0</i>) Reasonableness of pricing policy Capability to develop projects which qualify for attractive financing terms Experience in implementing federally funded projects Quality of approach and experience in seeking, bundling, and delivering creative funding

31	ESCO follows requested response format and provided complete answers to questions.	
32	ESCO aligns with the vision of the customer	
ESCO	D TOTAL:	

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

ATTACHMENT A CONTRACT TERMS AND CONDITIONS

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

1. Scope of Services (Technical Requirements)

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

a. Investment Grade **Technical Energy Audit and Report.** The ESCO's proposed contract terms must include the performance and presentation of results from a detailed investment grade technical energy audit and report of acceptable quality to the Customer. If the Customer decides not to enter into a contract after the audit report has been accepted, the Customer agrees to pay the cost of the audit as stated in the submitted response to this RFQ, provided that all contract terms and conditions of the audit have been met by the ESCO.

b. **Standards of Comfort.** Specific standards of comfort, safety and functionality will not be degraded from the existing condition and/or shall meet minimum established industry standards. The ESCO will be responsible for maintaining the levels of comfort for each building as specified in the Technical Facility Profile or in any final agreement. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.

c. **Professional Engineer Involvement.** A registered professional engineer must, at a minimum, review and approve design work done under this contract.

d. **Guaranteed Savings.** The Customer requires a minimum annual savings guarantee. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the Customer the amount of necessary to pay for annual project financing and all related contract obligations. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years or be credited to future annual savings guarantees.

e. **Construction Management.** The ESCO will be required to work with current building management and maintenance personnel to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require the Customer to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation.

f. **Equipment Standardization.** All equipment installed that is comparable to similar equipment at other sites operated by the Customer shall be of the same manufacturer for standardization of equipment agency wide, unless otherwise accepted by the Customer.

g. **As-Built Drawings.** Where applicable, ESCO must provide by mylar, reproducible "as built" and record drawings (or such electronic equivalents as may be agreed to with the Customer) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completion of installation.

2. Contractual Provisions

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

a. **Written Submissions.** The contents of the ESCO's submissions in response to this solicitation will become part of any final agreement between the Customer and the contractor.

b. **Meeting Project Schedule.** The ESCO must provide a final schedule of project milestones including equipment-servicing and preventive maintenance provisions that will become part of any final contract. ESCO is responsible for meeting schedule deadlines. In the event any milestone or service provision is not met as scheduled without prior approval from the Customer, the Customer reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

c. **Customer Inspection.** The Customer must have the right to inspect, test and approve the work conducted in the facilities during construction and operation. The Customer shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of this agreement. This is covered below by the open book pricing requirement. Records shall be kept on a generally recognized accounting basis, and calculations will be kept on file in legible form and retained for three years after close-out. The Customer retains the right to have its representative visit the site during the analysis and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors.

d. **Final Approval of Customer.** The Customer retains final approval over the scope of work and all end-use conditions.

e. **Repayment of Project Financing.** The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by the Customer that the project is fully installed and functioning.

f. **Compliance.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations such as building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices and in compliance with all Customer regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from contract. The contract must comply with the statutory provisions of §48-52-670 of the South Carolina Code.

g. **Handling of Hazardous Materials.** All work completed under this contract must be in compliance with all applicable federal, state, and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all reasonable Customer rules relative to the premises. In the event the ESCO encounters any such materials, the ESCO shall immediately notify the project manager and stop work pending further direction from the project manager. The State may, in its sole discretion, suspend work on the project pending removal of such materials or terminate this Agreement.

h. **Methodology to Adjust for Changes.** The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

i. **Hiring and Wage Requirements.** The ESCO will comply with all requirements for the payment of prevailing wages, and for minority and women-owned business enterprises.

j. **Subcontractor Approval.** The Customer retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project.

k. **Bonding Requirements.** The ESCO will provide to the Customer assurance of completion in the form of separate performance and labor and material payment bonds, each in the sum of 100 percent of all subcontracts.

I. **ESCO Insurance.** Prior to the commencement of work, the ESCO must provide evidence of the required levels of insurance for both the construction and operations phases of the project.

m. **Guaranteed Cost Savings.** Improvements and services must result in guaranteed a minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. The combined savings achieved by the installed projects must be sufficient to cover all project costs including debt service and contractor fees maintenance, monitoring and other services, for the duration of the contract term.

n. **Applicability of O&M savings.** Any O&M cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the Customer.

o. **Annual Reconciliation.** Annual savings will be reconciled and verified each year as specified in the final contract.

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

q. **Post-Contract Preventive Maintenance Schedule.** Upon completion of the contract, the ESCO shall provide to Customer a single comprehensive schedule of necessary preventive maintenance for all installations.

r. **No Funds Disclaimer Clause.** No funds disclaimer clause as provided for in §11-35-2030 of the South Carolina Code.

ATTACHMENT B

ESCO PROFILE FORM AND ESCO QUALIFICATIONS AND APPROACH TO PROJECT WRITTEN SUBMITTAL INFORMATION

The responses to this Request for Qualifications will consist of five (5) specific information subject areas and an Appendix which must be completed and returned in the order indicated below with each section divided and tabbed with the appropriate section title.

- A. Experience
- B. References and Track Record
- C. Project Management
- D. Technical Approach
- E. Financial Strength

Appendix

- A-1 Sample Investment Grade Audit
- A-2 Sample Energy Services Agreement (Performance Contracting Agreement)
- A-3 Sample Customer Savings Report
- A-4 Financial Statements

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

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

Submittal Instructions: Submit three (3) paper copies and one (1) digital copy on USB flash drive to the following location:

Florence School District 5 Attn: Adam Kennedy PO Box 98 156 E. Marion Street Johnsonville SC 29555

Due Date: Submittal must be received at the above address no later than 4:30 PM on December 14, 2023.

A. **EXPERIENCE**

1. General Firm Information

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

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

NAME	TITLE	PHONE

Submittal is for: [] Parent Company [] Division [] Subsidiary [] Branch Office

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

Name of Office:	
Address:	
Name and Address of Parent Company (if applicable)	
Name:	
Address:	
Former Name(s) of Firm (if applicable)	
Name:	
Address:	
2. Date Prepared:	_
3. Type of Firm: [] Corporation [] Partnership [] Sole Ownership [] Joint Venture
4. Federal Employer Identification Number:	_
5. Year Firm was Established:	_
 Please indicate if your firm is a recognized as a Minority Business Enterprise: [If yes, please indicate if your firm is registered as such with the SC Governor Minority Business Assistance: [] Yes [] No 	

7. Corporate Background / Historical Data

a. How many years has your firm been in business under its present business name?

b. Indicate all other names by which your organization has been known and the length of time known by each name.

- c. Please identify all states in which your firm is legally qualified to do business.
- d. How many years has your firm been involved in energy-related business?
- e. List your firm's pervious or current business association with the Customer.

8. Program Approach

a. General discussion of your firm's approach and experience in providing Energy Services Agreements, identifying key elements that distinguish your firm's offering as it pertains to this project.

b. Five-year summary of contract values for Energy Services Agreements implemented and currently under contract with your firm.

2018:	\$ 2020: \$	2022: \$
2019:	\$ 2021: \$	

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

d. Estimate of total value for all Energy Services Agreements that are currently in repayment and under contract with your firm: \$______ (total value) as of ______ date.

9. Certifications, Awards and Credentials

a. List of pertinent certifications, awards, and credentials.

b. Provide proof of membership by the Department of Energy and National Association of Energy Service Companies (NAESCO) accreditation.

10. Personnel Information

a. Submit an organizational chart that clearly identifies the roles and relationships of all key team members.

b. Briefly describe the relevant experience, qualifications and educational background for ONLY those PRIMARY team members (no more than 10 individuals) who will directly be working on this project.

B. REFERENCES AND TRACK RECORD

11. Project History

a. Briefly summarize your firm's experience in delivering energy partnerships across the Southeast and the ways in which your firm has impacted the region and market.

b. Provide at least (5) *five* energy performance contracting projects currently under contract with your firm, (3) three of which are in repayment with at least one full year's worth of saving data. *Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project. Projects with installed costs of less than \$500,000.00 or single technology projects (e.g., lighting only, controls only, etc.), or performed by other ESCOs will not be considered. Please include the following information for each project provided:*

- i. Project name, location and contact information
- ii. Project dollar amount (installed project costs)
- iii. Primary scope items installed
- iv. Contract start and end dates
- v. Dollar value of annual projected savings
- vi. Identify the type and amount of any non-energy savings included in the project (e.g., outside maintenance contracts, material savings, etc.)
- vii. Method(s) of Savings Measurement and Verification

12. Project Track Record

a. Please provide a complete list of projects that in the last 5 years have experienced a savings shortfall, include the amount of the shortfall and method in which it was remedied under your firm's savings guarantee.

C. **PROJECT MANAGEMENT**

13. Project Understanding

- a. Provide a general overview of the solutions and services your firm would explore for this project.
- b. Explain why your company would be the best partner for the Customer.

14. Investment Grade Audit

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

15. Construction Planning

a. Please describe your firm's proposed approach to scheduling and completion of work required to implement a performance contract in the Customer's facilities.

b. Provide examples of situations where your firm has overcome challenges during the construction phase.

c. Please describe your firm's approach to the selection of contractors and consultants.

16. Project Commissioning

a. Please describe your firm's approach to equipment commissioning.

17. Training Provisions

a. Please describe your firm's capabilities and proposed approach to provide technical training for the Customer's facilities personnel.

18. Post-Project Services

a. Please describe your processes and approach to post-installation support services, training, and measurement and verification services.

b. Please discuss the offerings your company provide to support maintenance needs. What is the relationship of maintenance services to the savings guarantee, any required length of the maintenance agreement and what impact termination of maintenance, prior to the end of the contract term, would have on the savings guarantee?

c. Does your company (parent company) manufacture equipment? What is your approach to installing equipment/products from another manufacturer? Does your company have stated goals to use your equipment or products in performance contracting projects?

D. TECHNICAL APPROACH

19. Savings Guarantee Calculations

a. Please provide a copy of your firm's savings guarantee language and where to locate in your Energy Services Agreement. Please include a copy of your firm's *Energy Services Agreement*.

b. Please attach a Sample Customer Savings Report from a completed energy performance contracting project currently in repayment.

20. Energy Baseline Calculation Methodology and Measurement and Verification Plan

a. Describe the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Please summarize procedures, formulas, and methodologies including any special metering or equipment your firm will use to measure and calculate energy savings for this project.

b. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to factors such as weather occupancy, facility use changes, etc.

c. Describe your firm's approach to utilizing stipulated savings. Indicate any operational cost savings opportunities and how such savings are to be identified, documented, and measured.

E. FINANCIAL STRENGTH

21. Demonstrate Financial Soundness of ESCO

a. Please describe the financial strength of your company as it relates to its ability to deliver performance for a period of 15-20 years. Does your firm hold the guarantee, or is a third party utilized?

b. Please provide the name, address, and the telephone number of firm(s) that prepared financial statements.

c. Please include a copy of your firm's *audited financial statements* from the most recent year.

d. Please provide proof of insurance showing the coverage and limits in place at the time of this RFQ.

e. Please provide evidence of bonding ability – Include your firm's bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability (i.e. Letter of Surety).

22. Demonstrate Reasonable Pricing Policies

a. Please describe the specific services your firm will be paid for over the contract term. Describe the method by which you will be paid for those services and how often payments will be made.

b. Describe your firm's overhead and profit pricing policies for these types of projects.

c. Discuss your firms approach to change orders.

23. Provision of Financing

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

b. Briefly describe your firm's experience in implementing federally funded projects.

c. Briefly describe creative ideas your firm can provide that would improve the financial attractiveness of this project.

APPENDIX

- A-1 Sample Investment Grade Audit
- A-2 Sample Energy Services Agreement (Performance Contracting Agreement)
- A-3 Sample Customer Savings Report
- A-4 Audited Financial Statements