

Hawaii Public Housing Authority  
State of Hawaii

## RFP No. CMS-2008-02

Request for Proposal (RFP) for  
Energy Performance Contract,

HPHA Job Number 07-043-000-F

Issued February 2008



**NOTICE TO OFFERORS**  
(Chapter 103D, Hawaii Revised Statutes)

**REQUEST FOR PROPOSAL (RFP) No. CMS-2008-02**

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes (HRS), the Hawaii Public Housing Authority (HPHA) is seeking specific proposals from interested Energy Services Companies (ESCOs) that are capable of providing comprehensive energy management, energy performance contracting, and energy-related capital improvement services at its 67 Federally-subsidized low-income housing projects in Hawaii.

The Request for Proposal may be picked up at the HPHA's Construction Management Section Office on Oahu located at 1002 North School Street, Building C, Honolulu, Hawaii 96817 or the HPHA web site: <http://www.hpha.hawaii.gov/energyperformancecontractrfp> beginning on Friday, February 22, 2008.

Sealed proposals in the form of one (1) original and seven (7) copies will be received at the HPHA's Central Files at 1002 N. School Street, Building D, Honolulu, Hawaii 96817 until 4:00 p.m., Hawaii Standard Time (HST) on Wednesday, April 16, 2008. E-mail and facsimile transmissions shall not be accepted. The official time that is recorded on the time stamp clock of the HPHA shall be used for hand-delivered proposals. Deliveries by private mail services such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered and postmarked by the United States Postal Service **must be received** no later than 4:00 p.m., HST on Wednesday, April 16, 2008.

The HPHA reserves the right to reject any or all proposals and to accept the proposals in whole or part in the best interest of the State. Questions regarding this RFP should be directed to Richard A. Speer, Project Engineer at (808) 620-1052 or [richard.speer@hcdch.hawaii.gov](mailto:richard.speer@hcdch.hawaii.gov).

HAWAII PUBLIC HOUSING AUTHORITY



Chad K. Taniguchi  
Executive Director



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# **Section 1**

## **Administrative Overview**

# **Section 1**

## **Administrative Overview**

### **I. Authority**

The Hawaii State Legislature established the Hawaii Public Housing Authority (hereinafter “HPHA”) under Chapter 356D, Hawaii Revised Statutes. The HPHA consolidates all low-income housing and homeless functions and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic. The HPHA’s role is to address the housing needs of families in Hawaii. The HPHA seeks to competitively procure a full range of energy services and energy-related capital improvements designed to reduce energy and water use at its 67 Federally subsidized low-income residential projects in Hawaii. These services and improvements are to be delivered on a performance-contracting basis, such that there is no initial capital cost to the HPHA.

This Request For Proposal (hereinafter “RFP”) is issued under the provisions of the Hawaii Revised Statutes, Chapters 103D and 36-41, the related administrative rules, and the United States Department of Housing and Urban Development’s (hereinafter “HUD”) regulations. Prospective offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective offeror shall constitute admission of such knowledge on the part of such prospective offeror.

### **II. RFP Organization**

This RFP is organized into five sections:

- Section 1      Administrative Overview – Provides offerors an overview of the procurement and contracting process.
- Section 2      Project Overview and Specifications – Provides offerors a general description of the work to be performed and delineates the terms and conditions of the proposed contract.
- Section 3      Instructions to Proposers – Describes the procurement process and the required format and content of the proposal.
- Section 4      Proposal Evaluation – Describes how the proposals will be evaluated by the HPHA.
- Section 5      Attachments

### **III. Contracting Office**

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this RFP. The Contracting Office is:

Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817

Telephone: (808) 832-6086

For the purpose of this solicitation, the RFP Coordinator or his/her designated representative is listed below:

Marcel Audant  
Hawaii Public Housing Authority  
Contract and Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-5372 Fax: (808) 832-6030

The HPHA reserves the right to change the RFP Coordinator without prior written notice.

The Administrative Office responsible for monitoring the Contract is the Construction Management Branch. For the purpose of this solicitation, the Contract Administrator or his/her designated representative listed is responsible for monitoring the activities performed under the Contract and is designated as follows:

Richard Speer  
Hawaii Public Housing Authority  
1002 North School Street, Bldg. C  
Honolulu, Hawaii 96817 Telephone: (808) 620-1052

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. The HPHA reserves the right to make changes to the Contract Administrator. Once the Successful Offeror has assumed management responsibilities for this contract, all communications regarding approvals, reports or requests will be directed to the Contract Administrator.

#### IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Issue RFP	February 2008
Pre-proposal meeting/site visit	±3 weeks after RFP issued
Proposal submittal deadline	±1 month following site visit
Proposal review / reference check	±1 month
Interview information mailed to finalists	±1 month following site visit
Oral interviews and final ranking	2-3 days, ±2 weeks after interview information mailed to finalists
ESCO selected	±1 week following interview
Negotiation of Energy Audit (EA) Contract	±1 week after ESCO selected
HPHA Board and HUD approval of EA contract	±1 month after EA negotiated
Contract executed and Notice to Proceed with EA	After EA contract approved
Conduct EA; negotiate Energy Services Agreement (ESA)	±4 months
HPHA Board approval of ESA	1 month after ESA complete

ESA contract sent to HUD for approval	After ESA approved by HPHA Board
Contract executed and Notice to Proceed with ESA	After HUD approval

The HPHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interests of the State.

## **V. Pre-Proposal Conference & Site Visit**

All ESCOs considering submitting proposals in response to the RFP are invited to an informal pre-proposal meeting to be held at 9:00 a.m. on Tuesday, March 18, 2008 at the Kuhio Park Terrace Community Hall, 1475 Linapuni Street, Honolulu, Hawaii 96817. Representatives of the HPHA will be available to answer questions about the ESCO selection process and the properties in question. Immediately following the meeting will be an optional walk-through inspection of sample Project sites. These sessions are not mandatory and are being offered solely to assist ESCOs with the preparation of their proposals.

Firms that will be sending representatives to this meeting are asked to notify Richard A. Speer at (808) 620-1052, no later 1:00 p.m., on Tuesday, March 11, 2008. Minutes or other record of the meeting and site visit will not be disseminated, except where material changes may be identified to this RFP and later distributed as an amendment to this RFP.

Sample Sites to be Visited:

Kuhio Park Terrace, High-Rise: 1475 Linapuni Street, Honolulu, Oahu, Hawaii  
2 - sixteen-story high-rise towers ("A" & "B") with 572 units

Kuhio Park Terrace, Low Rise: Ahonui Street, Honolulu, Oahu, Hawaii  
14 - two-story buildings walk-up with 42 units

This contract will be awarded based in part on the proposers' preliminary technical approach to these two (2) sample sites, as required in Section 3 of this RFP.

For questions or to make arrangements for the walk-through inspection tour, please contact the following person:

Name: Richard A. Speer	Phone Number: (808) 620-1052
E-mail: richard.speer@hcdch.hawaii.gov	Fax Number: (808) 832-6030

## **VI. Submission of Questions**

Interested offerors may submit questions to the RFP Coordinator identified in Section 1. III of this RFP. The deadline for submission of written questions is 4:30 p.m., HST, on Friday, March 20, 2008. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA's responses to interested offeror's written questions will be sent no later than Friday, April 4, 2008.

## **VII. Submission of Sealed Proposals**

- A. One (1) original and seven (7) copies of the sealed proposals will be received at the HPHA's Central Files at 1002 N. School Street, Bldg D, Honolulu, Hawaii 96817 until 4:00 p.m., HST on Wednesday, April 16, 2008. E-mail and facsimile transmissions shall not be accepted. The official time shall be that which is recorded on the time stamp clock of the HPHA for hand-delivered proposals. Deliveries by private mail services such as Federal Express, shall be considered hand deliveries.
- B. Proposal shall be enclosed in a sealed package(s) and plainly marked with the words "Proposal in Response to HPHA RFP for Energy Performance Contract". Proposals sent by facsimile will not be accepted. Such proposals will not be returned, but the proposer will be informed of the rejection. The HPHA is not responsible for any delay in mail service or other methods of delivery used by the proposer. In order to be considered "on time", the proposal must be date stamped by HPHA confirming receipt by the deadline. The date stamp is located at the receptionist's desk at the location provided above.
- C. All proposals shall be firm offers subject to acceptance by the HPHA for a period of 120 calendar days following the proposal due date.
- D. Proposals may be modified or withdrawn prior to the deadline for submittal of proposals by submitting a written letter to modify or withdraw the proposal. A facsimile or electronic notice accompanying the actual modification submitted either by facsimile machine or electronic mail will be accepted subject to the interested offeror submitting the actual written notice and modification within two (2) working days of receipt of the facsimile or the electronic transmittal.

The written request must be submitted to the HPHA, Contract and Procurement Office, 1002 North School Street, Bldg D, Honolulu, Hawaii 96817 and time stamped by the HPHA. All requests for modifications shall be accompanied by the actual modifications to the proposals and signed by an authorized representative. Modifications and/or withdrawals shall be clearly marked and must be received by the HPHA no later than 4:00 p.m., HST on April 16, 2008.

- E. Confidential Information – If an interested offeror believes that any portion of a proposal contains information that should be withheld as confidential, the interested offeror shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal documents to facilitate eventual public inspection of the non-confidential sections of the proposal documents. Note that price and the provision of the minimum required services is not considered confidential and will not be withheld.

Interested offerors that chose to identify portions of their proposal as confidential shall be responsible to ensure that the minimum services are not included. The HPHA will not make any determination of confidentiality for the interested offeror.

If a proposal is marked confidential in its entirety, the HPHA will not make a determination of confidentiality and will refer the request for information to the State's Office of Information Practices.

- F. Exceptions – Interested offerors shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Interested offerors must reference the RFP section where the exception is taken, a description of the exception taken, and the proposed alternative, in any.

### **VIII. Discussion with Offerors Prior to Proposal Submission**

Discussions may be conducted with interested offerors to promote understanding of the HPHA's requirements.

### **IX. Opening of Proposals**

Upon receipt of proposals by the HPHA at the designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the State purchasing agency and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened at a public proposal opening.

### **X. Additional Materials and Documentation**

Proposal samples or descriptive literature should not be submitted unless specifically requested within the RFP. Any unsolicited documentation, literature, samples, or brochures will not be examined or tested, and will not be deemed to vary any of the provisions of this RFP.

### **XI. RFP Amendments**

The HPHA reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals. Interested offerors will be notified of the availability of amendments through verbal or written communication.

### **XII. Additional Terms and Conditions**

The HPHA reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the RFP and will not affect the proposal evaluation.

### **XIII. Cancellation of the Request for Proposals**

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

### **XIV. Costs for Proposal Preparation**

Any costs incurred by interested offerors in preparing or submitting a proposal are the offeror's sole responsibility. Any costs incurred by the Successful Offeror prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFP shall be the interested offeror's sole responsibility.

**Interested offerors shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the interested offeror's proposal.**

### **XV. Mistakes in Proposals**

While interested offerors are bound by their proposals, circumstances may arise where a correction or withdrawal of proposals is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the interested offeror to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested offerors. Mistakes in proposals shall be handled as provided for in section 3-122, Hawaii Administrative Rules and HUD requirements at Handbook 7460.8

### **XVI. Rejection of Proposals**

The HPHA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this RFP and which demonstrate an understanding of the service specifications. Any proposal offering may be rejected without further notice if it is:

- A. Determined to be unreasonable in price, including not only the total price of the proposal, but the prices for individual items as well; or
- B. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFP.

### **XVII. Notice to Proceed**

Any Contract arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of HUD as required by statute, regulation, rule, order or other directive. The Successful Offeror shall receive a Notice to Proceed, which will indicate that the Successful Offeror has been selected to perform the services specified under this RFP.

No work is to be undertaken by the Successful Offeror prior to the Contract commencement date. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Offeror prior to the Contract starting date.

Reference Responsibility of Offeror in section 3-122-112, Hawaii Administrative Rules ("HAR"). Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

The Successful Offeror receiving award shall be required to enter into a formal written contract. The minimum contract terms and conditions HPHA will accept from the selected ESCO are specified in Section 2.II of this RFP.

### **XVIII. Protests**

An interested offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- A. A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS;
- B. A state purchasing agency's failure to follow any rule established by Chapter 103D, HRS; and
- C. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by US Postal Service (USPS) or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement (as indicated below) within five (5) working days of the postmark of the Notice of Non-Award sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

#### **Head of State Contracting Office**

Name: Chad K. Taniguchi  
Title: Executive Director  
Mailing: P.O. Box 17907  
Address: Honolulu, Hawaii 96817  
Business Address: 1002 N. School St., Bldg. E  
Address: Honolulu, Hawaii 96817

#### **Procurement Officer**

Name: Barbara Arashiro  
Title: Acting Procurement Officer  
Mailing: P.O. Box 17907  
Address: Honolulu, Hawaii 96817  
Business Address: 1002 N. School St., Bldg. D  
Address: Honolulu, Hawaii 96817

## **XIX. Availability of Funds**

The award of a Contract and any allowed renewal or extension is subject to annual appropriations made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

## **XX. Monitoring and Evaluation**

The Successful Offeror's performance under the Contract will be monitored and evaluated by the Contract Administrator or his/her designated representative, HUD, the HPHA's auditors, and/or other designated representatives.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the general conditions. The Successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work and shall continue for the duration of time as deemed necessary by the HPHA.

## **XXI. General and Special Conditions of Contract**

The general conditions that will be imposed contractually are included in Attachment E in this RFP. The State's general conditions may be found on the SPO website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). The HUD general conditions may be found on the HUD website at [www.hud.gov](http://www.hud.gov).

Special conditions may also be imposed contractually by the HPHA, as deemed necessary. The HPHA reserves the right to make small or major modifications to the quantity of items or reporting requirements contingent upon conditions that it is unable to anticipate now.

## **XXII. Cost Principles**

The HPHA shall utilize standard cost principles at section 3-123 Hawaii Administrative Rules which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

(END OF SECTION)

## **Section 2**

# **Project Overview & Specifications**

## **Section 2**

### **Project Overview and Specifications**

#### **I. Project Overview**

HPHA is interested in contracting for a full range of energy services and energy-related capital improvements (hereinafter referred to as “Project”) designed to reduce energy and water use and related costs at its 67 Federal Projects as described in Attachment A of this RFP. These services and improvements are to be delivered on a performance contracting basis which shall allow the HPHA to: (a) incur no initial capital cost; (b) achieve significant long term savings which are measured and verified; (c) obtain an annual savings guarantee which will be equal to or greater than the total annual project debt costs; (d) obtain consistent levels of occupant comfort and system functionality; (e) capture environmental benefits such as hazardous material disposal; and (f) finance the project through an installment payment or a lease purchase arrangement over an extended contract term. In addition, as permitted by HUD, the cost structure of the performance contract should allow for the retention of an independent performance-contracting manager to oversee the EPC and ESCO, and represent HPHA’s interests. This is desirable during the design review and construction phases of the project; long-term performance management and maintenance monitoring would be internalized within HPHA to the extent possible through training.

HPHA seeks to maximize energy savings and related improvements within the framework of the HUD-allowable twenty (20) year contract term and available financing. Therefore, ESCOs are encouraged to structure a Project that provides the greatest possible energy, water, and operation and maintenance (O&M) savings and the most beneficial Project scope for the HPHA. HPHA is interested in essential services and improvements that will reduce facility energy and water consumption, upgrade energy-related capital equipment, improve building operations and maintenance, save costs through fuel switching and renewable energy, improve demand management, and alternative utility tariffs or alternative commodity purchases, and aid in meeting HPHA’s environmental management responsibilities.

#### **II. Contract Terms and Conditions**

The minimum contract terms and conditions HPHA will accept from the selected ESCO include the following.

##### **A. Technical Requirements**

1. Investment Grade Energy Audit. The selected ESCO must perform and present the results from a detailed investment-grade energy audit of acceptable quality to HPHA. The proposed audit terms and conditions are specified in the Proposed Energy Audit Agreement located in Attachment H. If HPHA decides not to enter into a contract after the audit has been accepted, HPHA agrees to pay the cost of the audit as stated in the audit agreement, provided that the

proposed contract terms offered by the ESCO meet all the conditions set forth in the audit agreement and this RFP. After completion and acceptance of the investment-grade energy audit, HPHA intends to negotiate an Energy Services Agreement and Financing Agreement.

2. Standards of Comfort and Service. The ESCO will be responsible for maintaining the levels of comfort and service for each building.
3. Professional Engineer Involvement. A registered professional engineer must, at a minimum, review and approve all engineering design work done under this contract.
4. Guaranteed Savings. HPHA requires a minimum annual guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing HPHA the amount of any shortfall. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years.
5. Construction Management. The ESCO will be required to work with current HPHA building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require HPHA to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be detailed in the ESA.
6. O & M Manuals. At least four (4) operation and maintenance manuals (hard & electronic copies) for each project will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of HPHA.
7. As-Built Drawings. Where applicable, ESCO must provide vellum, reproducible "as built" and record drawings and electronic equivalents as required by HPHA 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 completed project installation.
8. Follow-up Maintenance, Monitoring and Training Services. The ESCO will be responsible for maintaining and monitoring the measures to ensure optimal performance as well as for ongoing training; however, HPHA has the option to negotiate the scope of service needed.
9. HPHA Energy Improvement Projects. HPHA reserves the right to make energy and water improvements to the facility. HPHA will consult with the ESCO on such improvements to prevent the loss of future savings due to any measures implemented with federal funds.

## **B. Minimum Contract Provisions**

1. Proposal Submissions. The contents of the ESCO's RFP submission, if accepted, will become part of any final agreement between HPHA and the ESCO.
2. Project Schedule. The ESCO must provide a final schedule of project milestones including construction, equipment-service and preventive maintenance provisions that will become part of any final contract. In the event any milestone or service provision is not met as scheduled, without prior approval from HPHA. HPHA reserves the right to consider it a default and withdraw from all contractual obligations without penalty.
3. HPHA Inspection. HPHA retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. HPHA will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation. HPHA 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 the agreement. Records shall be kept on file in legible form and retained for a minimum of three years after closeout.
4. Final Approval of HPHA. HPHA retains final approval over the scope of work and all end-use conditions.
5. Ownership of Drawings, Reports and Materials. All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of HPHA and will be delivered to HPHA as needed, requested or upon completion of construction.
6. Compliance. All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all HPHA 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 federal, state and local required taxes and fees which result from this contract.
7. 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 HPHA rules relative to the premises.

8. Methodology to Adjust for Material Changes. The contract must contain a mutually acceptable clause whereby HUD permitted unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.
9. Hiring and Wage Requirements. The ESCO will comply with all requirements for the payment of federal prevailing wages and minority and women-owned business enterprises as well as Section 3. See “Attachment D: Mandatory Clauses” for specifics.
10. Subcontractor Approval. HPHA retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names, qualifications, federal ID numbers and insurance certificates of proposed subcontractors must be submitted at least three (3) weeks in advance of subcontractor scheduled start date.
11. Price Disclosure. The ESCO may be required to fully disclose all costs and fees associated with this project including audit, design, engineering, equipment, installation, financing, commissioning, monitoring, overhead, profit, etc. Quotes for pricing on projected project costs must be valid for ninety (90) days from the date of submission of the cost proposal by the ESCO.
12. Bonding Requirements. For all construction contracts exceeding \$100,000, the ESCO must submit:
  - A performance bond for 100% of the contract price; and
  - A payment bond for 100% of the contract price.
13. Insurance Requirements. Prior to the commencement of any work, the selected ESCO must provide HPHA with Certificates of Insurance showing coverage in force throughout the term of this Agreement as described below. The insurance shall be in force on the date of execution of the Agreement and shall remain for the duration of the Agreement. Notwithstanding any other provision to the contrary, the selected ESCO shall name HPHA as an “additional insured” under general and automobile liability, to defend and indemnify HPHA from any claims arising out of or resulting from the operations of this Agreement regardless of whether HPHA or ESCO is at fault. Each such policy of insurance shall provide for thirty (30) days advance written notice to HPHA prior to the effective date of any cancellation.

The cost of insurance required to be obtained by the selected ESCO and any of its Subcontractors shall be the sole responsibility of the ESCO or Subcontractor and shall not be reimbursable unless otherwise specifically set forth in this Agreement.

ESCO shall pay for the policies of insurance including all deductibles and any retention costs that shall provide protection against claims arising out of or resulting from the operations of this Agreement regardless of whether HPHA or ESCO is at fault. The insurance shall provide the minimum coverage and limits specified below:

For the audit, construction and operations phases of the project, provide current certificate of insurance, naming the State of Hawaii and the Hawaii Public Housing Authority (HPHA), its elected and appointed officials, officers, and employees as additional insured, with minimum coverage as listed below:

a. Commercial General Liability (Minimum Limits):

Bodily Injury & Property Damage (combined single limit)

\$2,000,000 per occurrence

\$2,000,000 aggregate

Personal Injury

\$1,000,000 per occurrence

\$2,000,000 aggregate

Products and Completed Operations

\$1,000,000 per occurrence

\$2,000,000 aggregate

b. Business Automobile Liability Insurance (Minimum Limits):

Contractors should maintain coverage on an occurrence form for all Owned, Non-Owned, and Hired Automobiles.

Bodily Injury

\$1,000,000 per person

\$2,000,000 per occurrence

Property Damage

\$1,000,000 per person

c. Workers Compensation and Employer's Liability (Minimum Limits):

Contractor should be required to maintain in full force and effect, at all times during the term of the contract the following insurance liability coverage:

Workers Compensation:      Statutory Limit

Employer's Liability:

\$1,000,000 bodily injury from each accident

\$1,000,000 bodily injury from disease per employee

\$1,000,000 bodily injury from disease aggregate

Temporary Disability Insurance (TDI)

Other similar insurance that is required by the State of Hawaii or Federal Laws.

d. Professional Liability (Errors and Omissions)

If professional services are required to fulfill any or all of the activities under a Contract, the Contractor should maintain and keep in force Professional Liability Insurance that covers all activities under the Contract.

Minimum Limits:

\$1,000,000 per claim

\$2,000,000 annual aggregate

14. Indemnification: ESCO agrees to defend, indemnify and hold HPHA, its officers, directors, employees agents, successors, and assigns harmless from any and all claims, actions, causes of action, suites, demands, judgments, damages liability, costs or expenses, including but not limited to reasonable attorney's fees that are related to any action or inaction by ESCO, its agents, subcontractors, sub-consultants, delegates, or employees arising out of or resulting from the ESCO's duties and obligations under this Agreement.

Except as provided by above "Insurance Requirements", ESCO is not obligated to protect, indemnify and save HPHA, its officers, directors, employees agents, successors, and assigns harmless from and against liabilities, losses, damages, costs, expenses including attorney's fees, causes of action, suits, claims, demands, and judgments arising from or by reason of the negligent or wrongful acts or omissions of HPHA or any of its agents, employees, or officers.

15. Annual Reconciliation. Project savings will be verified and reconciled on an annual basis. ESCO will provide timely monthly savings reports to HPHA, unless otherwise agreed to by the parties.
16. Contract Term. No contract shall exceed twenty (20) years in duration and may be subject to annual appropriations.
17. Dispute and Claims (3-126-31 HAR) Disputes shall be resolved in accordance with Section 103D-703, HRS, and chapter 126, Procurement Rules, as the same may be amended from time to time.
18. Contract Schedules. Contract schedules, including, but not limited to the following, shall be attached to the ESA:
- a. **Equipment to be installed** - Specifies newly installed equipment.
  - b. **Energy Savings Guarantee** - Describes all provisions and conditions of the savings guarantee.

- c. **Compensation to company** - Describes amount and frequency of payments for ongoing services.
  - d. **Maintenance Schedules and Responsibilities of Contractor** - At a minimum, lists and describes responsibilities for maintenance of newly installed equipment
  - e. **Agency Maintenance Responsibilities**
  - f. **Calculation of benchmarks** - Methodologies supporting documentation to calculate the baseline.
  - g. **Financing Agreement** - ESCOs must include 3 quotes on the Standard Offer form provided by HPHA.
  - h. **Operating Parameters and standards of comfort and service**
  - i. **Project Schedule and timeline**
  - j. **Template for Annual Reconciliation Report** - Describes content of and form of report.
  - k. **Methods of Savings Measurement and Verification** - Includes description of savings measurement, monitoring, calculation and modeling procedures used to verify and compute savings. Baseline documentation may be by measurement or by building meter depending on the specific measures selected and the value and uncertainty of savings.
  - l. **System Start up and Commissioning of ECM's** - Includes specific testing procedures in start-up and commissioning the equipment.
  - m. **Insurance and Bonds** - Evidence of acquired types of insurance and bonds for all phases of the project.
  - n. **Warranties** - Contains all manufacturer's equipment warranties, specifications, and procedures for invoking warranty provisions.
  - o. **Proposed Final Project Cost and Proposed Final Project Cash Flow Analysis** - Includes spreadsheets of the project's expected financial performance for entire project term and project breakdowns.
  - p. **State of Hawaii Equipment Lease Rider**
19. Monies Owed to HPHA. The Successful Offeror must have no outstanding balances owing to the HPHA (exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA).

20. Hawaii Business Requirements. Interested offerors are advised that if awarded a Contract, the Successful Offeror must furnish proof of compliance with the requirements of section 3-122-112, HAR:

- Chapter 237, HRS, tax clearance;
- Chapter 383, HRS, unemployment insurance;
- Chapter 386, HRS, workers' compensation;
- Chapter 392, HRS, temporary disability insurance;
- Chapter 393, HRS, prepaid health care, and
- One of the following:

i. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business").

**Hawaii business.** A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the interested offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Offeror's status as sole proprietor or other business entity and its business street address indicated on the Successful Offeror's form page 1 will be used to confirm that the Successful Offeror is a Hawaii business.

ii. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

**Compliant non-Hawaii business.** A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the interested offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted with the interested offeror's proposal to the HPHA. If a valid certificate is not submitted on a timely basis for award of a Contract, a proposal otherwise responsive and responsible may not receive the award.

21. Business Office. The Successful Offeror shall have a permanent office on the island of Oahu from where he/she conducts business and where he will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. A permanent office location and phone number shall be stated in the interested offeror's proposal.

22. Certifications of Eligibility. Prior to award of a contract, the Successful Offeror is required to submit the following documents to the HPHA to demonstrate compliance with State laws:
- Tax Clearance, Form A-6;
  - Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR #27; and
  - Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Alternately, instead of separately applying for these (paper) certificates at the various state/federal agencies, the applicant may choose to use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay any annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC).

23. Section 3 of the U.S. Housing Act of 1968. The work performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 United States Code 1701u. The purpose of section 3 is to ensure that employment and other opportunities generated by HUD assistance covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of HUD housing assistance.

The Successful Offeror must certify that they are under no contractual or other impediment that would prevent them from complying with Volume 24 Code of Federal Regulations Part 135 regulations. The Successful Offeror must also certify that any vacant position that is filled after the Successful Offeror is selected but before the Contract is executed were not filled to circumvent the Successful Offeror’s obligations under Volume 24 Code of Federal Regulations Part 135.

### **III. Contract Monitoring & Remedies**

#### **A. Monitoring**

1. Satisfactory performance of the ESCO will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the Contract Administrator and his/her designated representative(s).

2. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to assess the Successful Offeror directly.
4. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the Successful Offeror.

**B. Damages**

1. The HPHA may also withhold the payment of management fees, without being required to pay interest for late payment, if the Successful Offeror fails to submit and implement a corrective action plan in response to findings by the HPHA or if the Successful Offeror fails to demonstrate improvement in performance after implementing its corrective action plan.
2. The Successful Offeror shall repair all damages caused by the Successful Offeror's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to the Successful Offeror. In the event money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA.

**C. Termination**

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the general conditions.

(END OF SECTION)

**Section 3**  
**Instructions to Proposers**

## **Section 3**

### **Instructions to Proposers**

#### **I. Procurement Process**

The evaluation and selection of an ESCO and the negotiation and procurement of services will proceed as follows:

##### **A. Pre-Proposal Meeting/Site Visit**

All ESCOs considering submitting proposals in response to the RFP are invited to pre-proposal meeting and site visit, as described in Section 1.V of this RFP. The site visit will include a walkthrough of three representative residential projects:

- Kuhio Park Terrace, 1475 Linapuni Street, Honolulu, Oahu, HI. (High-Rise & Two Story Walk-Up)
- Kuhio Homes, Ahonui Street, Honolulu, Oahu, HI. (Low-Rise & Two Story Walk-Up)

Section 3.III of this RFP requires that proposals address and describe energy and water-saving equipment, modifications, installations or replacements your company would consider installing in these three sample sites. The RFP also requires proposals to contain a discussion of site conditions, status of building systems and other needs of the HPHA at these sites.

##### **B. Submission of Written Proposals**

ESCOs interested in providing the services requested must respond in writing by Tuesday, March 11, 2008. All submissions become the property of HPHA and will not be returned to the ESCO. All costs associated with proposal preparation will be borne by the submitting ESCO.

##### **C. Proposal Review and Selection of Finalists**

HPHA will establish a Project Evaluation Team to review and evaluate the ESCOs' written responses to this RFP in accordance with the evaluation criteria identified in Section 4 of this document. The Project Evaluation Team will check client references, which will also be evaluated. HPHA intends to select no more than three (3) ESCOs as finalists.

HPHA 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 the best interest of HPHA to do so.

#### **D. ESCO Interviews and Ranking**

Each of the finalist ESCOs will participate in a detailed oral interview to answer questions from the Project Evaluation Team and more fully discuss how its approach to this Project satisfies the evaluation criteria. All persons with major responsibility for the project's technical design, management and contract negotiation should be present at the interview; however, no more than six (6) people may attend on behalf of an ESCO. Each oral interview may be recorded. A more complete description of the interview process and format and requirements for Best and Final Offer, if appropriate, will be sent to each of the finalist ESCOs. Based on results from the written responses to the RFP, client reference responses, the oral interviews, and Best and Final Offer, the Project Evaluation Team will rank the finalist ESCOs. Contract negotiations will proceed with the top-ranked ESCO.

#### **E. Development of Energy Audit Agreement**

HPHA intends to negotiate a contract for an investment grade energy audit. Based on this audit, the ESCO will propose costs and contract terms concerning a complete set of proposed energy conservation measure improvements, the timetable for completing design, engineering and construction work, a detailed description of services to be provided, specific financing arrangements and terms, and an estimate of energy savings, as well as special conditions offered by the firm. ESCOs should be prepared to provide the services requested in the attached Energy Audit Agreement.

If an acceptable technical energy audit agreement cannot be negotiated within thirty (30) days from the date of ESCO selection, negotiations with the next-ranked ESCO may be initiated.

#### **F. Development of Energy Services Agreement**

After completion and acceptance of the investment grade audit, HPHA intends to negotiate an Energy Services Agreement (ESA). The ESCO shall develop and propose an EPC program for the Federally-funded PHA units based on the information gathered through that audit. HPHA will approve all energy and water conservation measures and energy savings services they wish to pursue and, in consultation with the ESCO, define a specific project to implement. The HPHA and ESCO will then finalize negotiations and award the EPC, subject to HUD approval. ESCOs are expected to provide a sample PHA Energy Services Agreement with their response to this RFP.

If an acceptable ESA cannot be negotiated within thirty (30) days from the date of acceptance of the detailed energy audit, negotiations with the next-ranked ESCO may be initiated.

## **II. General Guidance**

Any stipulated energy and/or operational cost savings that may be attributed to this Project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by HPHA. This will include energy (kWh) savings.

### **A. Required Capabilities**

The ESCO must have a General Contractor's license and the demonstrated technical and managerial capabilities to provide a comprehensive set of energy and water services including, but not limited to, an investment grade audit, design, acquisition, installation, training and commissioning of new and/or existing energy systems as well as Project monitoring and savings measurement and verification. Additional services may include operation and maintenance for all improvements and/or training of HPHA's staff on routine maintenance and operation of systems. Monitoring and verification services provided by the ESCO shall be negotiated and approved by HPHA and HUD, and shall include appropriate measurement and timely monthly reporting of the performance and savings from Project.

### **B. Contract Term**

No contract shall exceed 20 years in duration and may be subject to annual appropriations. The duration of the contract will be mutually determined between the ESCO and the HPHA based on authorizing legislation, final project scope, and financial factors.

### **C. Capital Funding Experience and Pricing**

To the extent permitted by Federal law and regulation, HPHA will consider expending Capital Fund proceeds for infrastructure and other capital needs to support supplemental capital investments paid for from savings in the energy performance contract. The successful ESCO may be engaged to carry out design and project management activities utilizing these funds.

Please describe any recent experience in combining Capital Fund proceeds with savings in Energy Performance Contracts for public housing authorities. Describe the measures, total dollar amount, and fees you earned for as many as three (3) such projects. Please also describe this experience in addressing the proposal items below.

### **D. New Construction and Major Rehabilitation Experience**

Please describe your involvement in design review, specifications drafting, and/or design for new or major rehabilitation projects in multifamily housing. Provide client names, project assigned, and tasks delivered for up to three such projects.

#### **E. Asset Planning Experience**

HPHA will soon be facing project-based management and a new regulatory environment from HUD, emphasizing the importance of long-term asset planning. Energy efficiency investments are important considerations in such planning, which may have time horizons of twenty (20) or more years.

Please describe any asset planning experience you have had in the government sector over the past three (3) years, with special mention of public housing. Include resumes of any staff with such experience and expertise, and describe their proposed involvement with this Project, if any.

#### **F. Energy Performance Guarantee**

The goal of this Project is to achieve savings sufficient to cover all project costs including lease or installment payments and fees for maintenance; monitoring; training and other services, on an annual basis, for the duration of the contract term. An energy savings/performance guarantee will be an essential part of the energy services contract.

#### **G. Financial Review**

Detailed financial projections of Project benefits are dependent upon the scope of technical measures finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of the investment grade energy audit and negotiation of the project structure.

### **III. Proposal Content**

ESCOs who wish to have proposals considered by HPHA must submit the following information in their proposals:

- (1) Part A - ESCO Profile and Qualifications Form
- (2) Part B - ESCO Proposed Approach to Project
- (3) Part C - Supporting Technical Documents
- (4) HUD 5369-C Certifications and Representations of Offerors Non-Construction Contract
- (5) Non-Collusive Affidavit/Non-Interest Affidavit
- (6) Certificate of Corporate Resolution

Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead HPHA, may be used as grounds to find the proposing ESCO ineligible.

**Part A - ESCO PROFILE AND QUALIFICATIONS FORM**

Each ESCO is required to fully answer all questions in each category listed below. Provide responses on 8 ½ " x 11" sheets of paper, and number and title each answer to the corresponding category. Font size should be no smaller than 11 point. All pages in your response should be numbered sequentially. ESCOs must also include a table of contents that indicates the section and page numbers corresponding to the information included.

All questions must be addressed by the ESCO in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form, may be used by HPHA as grounds to find the ESCO ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

**A-1 Firm Name**

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**A-2 Names and Titles of Two Contact People**

1) \_\_\_\_\_ Phone (\_\_\_\_\_)

2) \_\_\_\_\_ Phone (\_\_\_\_\_)

**A-3 Firm Organization**

- Parent Company (List any Division or Branch Offices to be involved in this project)
- Division (Attach separate list if more than one is to be included.)
- Subsidiary
- Branch Office

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**A-4 Type of Firm:**

- Corporation
- Partnership
- Sole Ownership
- Joint Venture

**A-5 Federal Employer Identification Number** \_\_\_\_\_

**A-6 Year Firm Was Established** \_\_\_\_\_

**A-7 Name and Address of Parent Company (if applicable)**

**A-8 Minority Business Information**

The selected ESCO agrees to comply with all applicable equal opportunity and affirmative action laws, directives and regulations of the federal, state and local governing bodies or agencies thereof, specifically including the provisions of Federal Regulations 41 CFR-60-741.4, 60-250.4, 60-1-4, 60-4.2 and 60-4.3, insofar as these laws apply to the Agreement.

The selected ESCO further understands that if HPHA enters into an Agreement with the selected ESCO in excess of \$50,000, the selected ESCO shall furnish HPHA with an Affirmative Action Plan within ten (10) days following notification of award. The Plan shall be kept current throughout the term of the Agreement.

**Recognized MWBE.** Is your firm a recognized Minority or Woman-owned Business Enterprise?

**Category.** If yes, please indicate the appropriate category.

- |                        |                       |
|------------------------|-----------------------|
| _____ American Indian  | _____ Spanish Surname |
| _____ Asian-American   | _____ Woman-Owned     |
| _____ African-American | _____ Other           |

**Certifying Agencies.** If yes, indicate which jurisdictions or certifying agencies recognize your firm’s MWBE status.

**Accommodation.** If no, please summarize how you will accommodate MWBE preferences.

**Section 3 Business Concern.** Does your firm qualify as a Section 3 Business Concern? If no, please indicate how you will comply with the HPHA Section 3 Plan as listed in Attachment D: Mandatory Clauses.

The work to be performed under the Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and applies to all contracts. The selected ESCO shall make their best efforts to adhere to the Section 3 contracting and employment goals enumerating that 30% of all new hires should be Section 3 Residents and 10% of contract amount should be subcontracted to a Section 3 Businesses as outlined in Attachment 6, the Section 3 Informational Summary.

ESCOs responding to this RFP may receive points as indicated in the Evaluation Criteria if they are certified as a Section 3 Business prior to submitting the RFP, have included their Section 3 Business Certification with response and identified the subcontractors. Response to this RFP shall include a written statement illustrating commitment to maximizing efforts to encourage Section 3 participation to meet the contracting and employment goals. Contact HPHA's Section 3 Employment Coordinator at (808) 620-1052 for assistance.

**A-9 Five Year Summary of Contract Values for Energy Performance Contracting Projects** where your firm was the prime contractor with a first party written savings guarantee to the PHA: (Note: If you are a branch office of a larger firm indicate only those contract values associated with that specific branch.)

2008: \$ \_\_\_\_\_ (to date)  
2007: \$ \_\_\_\_\_  
2006: \$ \_\_\_\_\_  
2005: \$ \_\_\_\_\_  
2004: \$ \_\_\_\_\_

**A-10 Corporate Background/Historical Data**

How many years has your firm been in business under its present business name? \_\_\_\_\_ Years

Please identify all states in which your firm is legally qualified to do business. \_\_\_\_\_

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

How many years has your firm been involved in energy-related business? \_\_\_\_\_ Years

Certify that your company does not owe the State of Hawaii any taxes.

Certify that your company is not currently under suspension or debarment by the State of Hawaii, any other state, or the federal government.

Identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation.

Indicate your firm's current annual gross revenue. \_\_\_\_\_

**A-11 Technical Qualifications and Personnel Information**

Indicate the number of all guaranteed energy savings contracting projects 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. Indicate the installed project cost value, and identify all projects currently in repayment. Attach additional sheets as necessary.

Using the format provided below, 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.

Name of Project Team Member:	
Current Job Title: Job responsibilities: Number of years with ESCO: Primary Office Location:	
Employment history, including company name, primary job responsibilities, and number of years with firm	
Educational Background List all academic degrees, certifications, professional affiliations, relevant publications and technical training.	
List all energy performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of installed project costs.	
Describe the specific role and responsibilities this individual had for each listed project.	

Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

**A-12 Financial References**

Provide a copy of your firm’s most recent audited annual report. Provide a Balance Sheet and Cash Flow statement not more than fifteen (15) months old.

Please provide the name, address, and the telephone number of the firm(s) that prepared the Financial Statements and Audit.

Please enclose banking references including financial institution, address, contact person, telephone number, and specific information on your firm’s credit that may be used to fund construction for large-scale projects.

Enclose bonding references including company name, address, contact person, telephone number and information on your firm’s maximum bonding capability.

**A-13 Energy Performance Contracting Project History and Client References**

Using the form on the following page, list at least three (3) and preferably five (5) PHA energy performance contracting projects in repayment by and currently under contract with your firm with a minimum of 1,000 PHA units or more. 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. Attach additional sheets as necessary. Please put an asterisk by those project references involving projects with measures and buildings similar to those proposed for this project.

PROJECT HISTORY AND CLIENT REFERENCE FORM

**All information requested is required.**

Project Name and Location Number of Buildings Primary Use Total square footage	
Project Dollar Amount (installed project costs) Source of Project Financing	
Primary ECMs Installed ESCO Services Provided	
Construction Start & End Dates	
Contract Start & End Dates	
Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification.	
Provide CURRENT and ACCURATE telephone and FAX numbers of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	
Describe the specific roles and responsibilities of ESCO personnel associated with the identified project, limiting your response to only those personnel who will be directly involved in HPHA's project.	
ESCO Notes or Comments	

ANNUAL ENERGY SAVINGS DATA FORM

Complete the following information for each of the projects listed above.

Name of ESCO: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Date Installed: \_\_\_\_\_

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
Therms							
KW							
Water Gallons							
Other (Specify)							

Information for each of the headings listed above MUST be completed using the above format. DO NOT PROVIDE savings data in terms of BTU's or dollars. Data should be given in the form of fuel units that appear in the utility bills. Additional forms should be reproduced as needed.

**Part B - ESCO's PROPOSED APPROACH TO PROJECT**

**B-1 Project Summary** (Not to exceed 2 pages; Minimum font size of 11)

Summarize the scope of services (asset planning, design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value of your firm's services.

**B-2 Training Provisions**

Describe your firm's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

### **B-3 Project Financing**

Describe your firm's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed. Also fill out and submit Attachment C "Financing Submittal Form.

### **B-4 Cost of Investment Grade Energy Audit**

Indicate the total cost of the investment grade energy audit to HPHA if no contract is negotiated. Please see Attachment H - Sample Investment Grade Energy Audit Agreement for specific technical terms and conditions.

### **B-5 Preliminary Technical Approach**

Based on your preliminary assessment of the three sample project sites listed Section 1-IV of this RFP and other information provided, please describe any equipment modifications, installations or replacements at the facilities that your company would consider installing as a part of this Project. Please discuss site conditions, status of building systems and needs of the HPHA.

### **B-6 Energy Baseline Calculation Methodology**

Describe the methods you expect to use to compute baseline energy use for this project. Describe any computerized modeling programs used by your firm to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.

### **B-7 Procedure for Calculating Energy and Cost Savings**

Summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate energy savings for this project. Indicate how your firm identifies, documents and measures operational cost savings opportunities. Describe your firm's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified. See B-10 of this RFP for the escalation rates to be used for the purposes of preparing the preliminary cash flow analysis.

### **B-8 Construction Management**

Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.

**B-9 Approach to Equipment Maintenance**

Describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services that may be proposed for this project. Address how you would approach the role of HPHA's personnel in performing maintenance on the new and existing and equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.

**B-10 ESCO's PRELIMINARY CASH FLOW ANALYSIS  
ENERGY PERFORMANCE CONTRACTING PROJECT  
Hawaii Public Housing Authority**

Financed Project Costs: \_\_\_\_\_  
 Finance Term: 20 years  
**Annual Interest Rate:** 5%  
 Construction Months: \_\_\_\_\_  
 Annual Payment: \_\_\_\_\_

**Escalation Rate by Savings Category**  
 electric: 5 %  
 SNG Gas: 5 %  
 Steam: NA  
 Water: 5 %  
 Operations & Maintenance costs: NA  
 Other (specify): NA  
 Escalation Rate for Annual Fees\*: 3 %

Year	Electric Cost Savings	Natural Gas Cost Savings	Steam Cost Savings	Water Cost Savings	Other (Please Specify)	Operational Cost Savings	Total Utility Cost Savings	Maintenance, Monitoring, M&V, and Training Fees	Financing Payment	Net Savings
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
<b>TOTAL</b>										

## **Part C – SUPPORTING TECHNICAL DOCUMENTS**

The following documents must be also be submitted as part of your proposal.

1. Sample Investment Grade Audit
2. Sample Commissioning Plan
3. Sample Measurement & Verification Plan
4. Sample Maintenance Plan
5. Sample Customer Savings Report
6. Sample Design Documentation
7. Actual Energy Baseline Methodology form a previous PHA project
8. Sample Project Cash flow with HUD incentives applied
9. Staff training agenda and sample training material
10. Resident education plan and sample training material
11. Sample documentation for measures installed
12. HUD 5369-C Certifications and Representations of Offerors Non-Construction Contract
13. Non-Collusive Affidavit / Non-Interest Affidavit
14. Certificate of Corporate Resolution

(END OF SECTION)

**Section 4**  
**Proposal Evaluation**

## **Section 4 Proposal Evaluation**

Proposals will be will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals. Additionally, client references and responses of the finalist ESCOs during oral interviews will be utilized as well to determine the highest ranked offeror.

### **Qualifications and Project Experience (25pts):**

- Qualifications and experience of ESCO's personnel with guaranteed PHA energy savings contracts.
- Reliability of equipment performance on past projects.
- Experience with and understanding of HUD energy performance contracting regulations.
- Documented energy savings of past PHA projects.
- Quality and completeness of past project documentation.

### **Project Management (20 pts):**

- Clear assignment of responsibility for various project tasks to specific individuals.
- Ability to effectively manage project construction and complete the project on schedule.
- Quality of approach to operations and maintenance.
- Quality of monitoring, maintenance, and measurement and verification services on past projects.
- Clarity, organization and level of detail in written proposal.
- Quality of communication skills of the ESCO's representatives at the oral interview.

### **Technical Approach (25 pts):**

- Quality of technical approach, including methods of analysis and an understanding of existing building systems and conditions, documentation for measures installed.
- Quality of approach to project commissioning.
- Quality of the sample investment grade technical energy audit.
- Quality of baseline energy calculations.
- Quality of proposed training for facility staff.
- Quality of approach to savings measurement and verification.
- Quality of sample design documentation.
- Quality of customer savings reports.
- Quality of preliminary technical approach based on the three sample sites provided by HPHA (see part IV-B-5).

**Financial Stability (25pts):**

- Financial soundness and stability of the ESCO.
- Demonstrated ability to provide or arrange project financing.
- Reasonableness of audit costs.
- Reasonableness of Preliminary Cash Flow Analysis.
- Quality and cost of the financial guarantee of savings.

**Section 3 Business Concern (5 pts):**

- Status as a Section 3 Business Concern (See Attachment D: Section 3 for definitions)
- Section 3 Strategies

(END OF SECTION)

## **Section 5**

### **Attachments**

- A. PROPERTY FACILITY PROFILE
- B. WATER AND ENERGY USAGE/COST
- C. FINANCING SUBMITTAL FORM
- D. MANDATORY CLAUSES
- E. REQUIRED CERTIFICATIONS AND FORMS
- F. RESIDENT TENANT ALLOWANCES
- G. PHYSICAL NEEDS ASSESSMENT
- H. SAMPLE ENERGY AUDIT AGREEMENT

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