

Saratoga Springs Housing Authority

Request for Proposal - Energy Performance Contracting Consultant 5-17-2018

- 1) The Saratoga Springs Housing Authority (SSHA) is seeking qualifications from interested Energy Performance Contracting Consultants (EPCC) to perform tasks related to its “energy performance contract” (EPC).
- 2) For purposes of this document, an “energy performance contract” (EPC) shall mean a contract(s) for energy efficiency services and equipment that complies with Federal Requirements as defined in 24 CFR 990.185.

3) Goals

- a) Clearly assess the performance of the existing Energy Performance Contract (EPC) and related U.S. Department of Housing and Urban Development (HUD) financial incentives.
- b) Oversee the performance of the EPC to insure the greatest cost benefit to the SSHA.

4) Scope of Work:

- a) Initial Review
 - i) Documents
 - (1) Review of the current EPC contract.
 - (2) Review of all loan agreements.
 - (3) Review of all HUD documents approving the EPC Contract / HUD financial incentives including all modifications and adjustments.
 - ii) Energy Savings
 - (1) Validate the EPC performance based upon HUD regulations.
 - (a) As construction was completed in January 2018, an assessment of utility cost and consumption should be completed for the construction period through to the present date.
 - (2) Review the PHA’s (Public Housing Authority) yearly financial submissions to HUD for each year of the EPC including:
 - (a) 52722 forms by AMP
 - (b) 52723 forms by AMP
 - (c) All resident paid incentive worksheets.
 - (3) Review the yearly M&V reports prepared by the ESCo.
 - iii) PHA Assistance

- (1) File Management – Review all of the PHA’s files related to the EPC and HUD financial incentives, organize and establish a file management system for the PHA.
- b) Yearly
 - i) Verify Energy Savings
 - (1) Frozen Rolling Base (FRB) Incentive Savings
 - (a) Develop an excel sheet to document the yearly FRB savings including:
 - 1. Current HUD Approved utility baselines
 - 2. Yearly utility consumption
 - 3. Yearly utility rate
 - 4. Realized utility savings.
 - (2) Resident Paid Utility (RPU) Incentive Savings
 - (a) Develop an excel sheet to document the RPU savings including:
 - 1. Yearly adjustment to formula income including:
 - a. Current HUD Approved resident paid utility baselines
 - b. Yearly utility allowance - utility consumption and rates.
 - c. Yearly occupancy adjustment.
 - (3) Resident Utility Allowances – Update all utility allowances on a yearly basis. Insure that all resident paid utility allowances comply with 24 CFR 965, Subpart E requirements including the annual review and revision.
 - (4) Add-On Subsidy - Validate the yearly add-on subsidy savings based upon the HUD approval letter and HUD M&V guidance.
 - (5) M&V Compliance – Insure that all HUD required M&V requirements are complied with and fully documented.
 - ii) Risk Assessment - Assist the PHA in navigating HUD regulations to maximize the financial benefit of the EPC to the PHA. At minimum, tasks to include:
 - (1) Assist the PHA with a determination of *actual* shortfalls in savings versus project costs.
 - (2) Assist the PHA with a determination of shortfalls in *guaranteed* savings using the ESCO terms and conditions of the guarantee.
 - (a) If a shortfall occurs, assist the PHA with payment collection from the ESCo.
 - (3) If excess savings occur, accurately assess the PHA’s risk of returning funds to HUD for each year of the EPC.
 - (a) Frozen Rolling Base Incentive – PHA allowed to keep 75% of the savings for debt payment and other costs. The remaining savings are to be returned to HUD.

- (b) Resident Paid Utility Incentive – PHA allowed to keep 75% of the savings for debt payment and other costs. The remaining savings are to be returned to HUD.
- (4) Review PHA replacement costs and/or “other” costs associated with the EPC to ensure that the PHA retains maximum cost benefit.
- (5) Review the completed Capital Fund P&E reports to verify potential baseline adjustments. Provide detailed energy saving calculations for all necessary adjustments.
- (6) Baseline and Occupancy Adjustments – Review yearly all variables that may impact the optimal performance of the EPC.
- (7) Yearly incentive off-sets. Review the sequencing of HUD incentive years again loan years to insure maximum benefit to the SSHA. Facilitate all discussions between the SSHA and HUD to maintain these benefits.

iii) Reports

- (1) HUD Yearly Report – Prepare a yearly M&V report to be submitted to HUD by April 30th of each year.
- (2) Provide for PHA use, a report that summarizes:
 - (a) Incentive Cash Flow Report – Provide a yearly report that documents the PHAs yearly income received from HUD by energy incentive and the PHAs actual expenses for the loan, yearly M&V and other costs.
 - (b) Risk Assessment Report - Provide a yearly assessment of the PHA risk of returning funds to HUD based upon a review of the “excess energy savings” and/or potential baseline adjustments due to HUD funded improvements.
 - (c) Yearly Utility Allowance Report – Provide a yearly report updating all of the resident paid utilities to insure full compliance with HUD regulations.

iv) PHA Assistance

- (1) Utility bill analysis –
 - (a) Trend analysis - Review utility bills tracking consumption and cost. Identify any consumption that is outside of acceptable norms.
- (2) Review all HUD financial forms (52272 and 52723) prepared by the PHA to insure that energy savings are correctly presented/captured.
- (3) File Management – Yearly assist the PHA in maintenance of their file management system.
- (4) HUD Assistance – Assist the PHA in preparation of all documentation between the SSHA and HUD that impacts the performance of the EPC.

- c) Planning – Work with PHA to review current needs and strategies including all HUD funded improvements to protect the return of excess funds to HUD and to increase HUD Incentive Payments.
- 5) It is the intent of the SSHA to award this contract using the “Small Purchase” method of procurement as defined by 200 CFR.320. Award of this contract will be to the firm that is most advantageous based upon cost and factors using the evaluation criteria cited in this RFP.
- 6) Award of this contract will be on an “hourly cost” basis with a “NOT TO EXCEED LIMIT”, such that if the contractor exceeds, he/she exceeds at their own risk. Hourly costs will be for labor costs (all direct time including travel), material costs (i.e.: printing costs), and travel costs. Travel will be reimbursed for per diem (GSA approved rates), lodging (actual), mileage (IRS approved), and tolls (actual).
- 7) This contract may be renewed annually by the SSHA and continue for the term of their existing EPC.
- 8) Annual escalation rate - The hourly billing rate may be increased yearly based upon an agreed annual escalation rate using the US Bureau of Labor and Statics website (www.bls.gov) as the basis for such approval.
- 9) This contract may be amended to add additional tasks that relate to the current EPC. Such tasks may include: (a) Development of an additional EPC Phase, (b) Rate Reduction Incentive, (c) Updated Energy Audit as required by 24 CFR 965, (d) Utility Bill Management.
- 10) FORM OF PROPOSAL:
 - a) The EPCC shall include a letter of interest and a narrative that addresses each of the evaluation factors as noted below:
 - i) Qualifications and Project Experience. *(limit length to six pages)*
 - ii) Proposed billing rates. - Provide a detailed breakdown of the service provider’s billing rates.
 - iii) Provide a total cost limit (not to exceed limit) that will reflect the maximum amount to be paid for the completion of all required work on a yearly basis. Two costs are being requested, one for the first (1st) year and a second (2nd) cost for subsequent years.
- 11) RESPONSE DUE DATE: All Responses to this RFP must be received by the SSHA by 1:00PM, **Friday July 13, 2018**
- 12) Required HUD Forms – The following forms are included as part of this contract.
 - a) Procurement Handbook 7460.8, Rev 2, Table 5.1, mandatory contract clauses for small purchases, other than construction (Attachment C).

- 13) Existing EPC Information
- a) A summary sheet of the existing EPC is included for information (Attachment A)
 - b) A copy of the PIC data sheet (Attachment B)
- 14) SELECTION PROCESS:
- a) The SSHA will evaluate all responses and will select the EPCC Consultant based upon the following:

Evaluation Factor	Maximum Points
<p>A. Qualifications and Project Experience Rating</p> <p>Qualifications - Points will be awarded based on documented experience of the proposed project team, including knowledge of HUD EPC and financial regulations.</p> <p>Previous Experience - Points will be awarded based on demonstrated experience with similar projects.</p>	40
<p>B. Proposed Billing Rates</p> <p>Provide a detailed breakdown of the service provider's billing rates.</p>	40
<p>C. Contract "NOT TO EXCEED" cost limit.</p> <p>Provide 1st year cost limit.</p> <p>Provide subsequent year cost limit.</p> <p>The first year cost limit and the cost limit for subsequent years will be averaged over a five-year period as the basis of comparison.</p>	20
Maximum Points	100

15) Contact Information:

Mr. Paul Feldman
 Executive Director
 Saratoga Springs Housing Authority
 One Federal Street
 Saratoga Springs, NY. 12866
 (518) 584-6600

16) List Of Attachments:

- a) Attachment A – Existing EPC Summary Sheet
- b) Attachment B – PIC Data Sheet
- c) Attachment C - Required HUD Procurement Forms.

END

Attachment A – Existing EPC Summary Sheet

Housing Authority:	The Saratoga Springs Housing Authority
ESCO	John W. Danforth
Phase I Contract:	
Term	20 years – 2019 through 2037
HUD Incentive Type	FRB – Electric, Natural Gas and Water Add-On - Natural Gas Resident Paid - Electric
Number of AMPS in Contract	2 AMPS
PHA Size (units):	339

Attachment B – PIC Data

PIC Building Data																		
Big Rapids Housing Commission																		
PHA Name:	Operating Fund Project No.	Operating Fund Project Name	Site Number	Site Name	Phase 1			Building Type	Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Number of Units	Who Pays Utility		
			< old site number & name >		Electric	Gas	Water		<ul style="list-style-type: none"> • Family • Senior 						Electric	Gas	Water	
	NY02000001	Jefferson / Vanderbilt Terrace	NY 20-3	Vanderbilt Terrace	FRB & RP	AA	FRB	Row House	Family			20	36	2	58	A & R	A	A
			NY 20-1	Jefferson Terrace	FRB & RP	AA & RP	FRB	Row House	Family	18	6	4	4	2	30	A & R	A & R	A
			NY 20-2	Jefferson Terrace II	FRB	FRB	FRB	High Rise	Senior	8	43	20	4	4	75	A	A	A
	NY02000002	Stonequist Apts	NY 20-3	Stonequist	FRB	FRB	FRB			107	69				176	A	A	A
															339			

Attachment C - Procurement Handbook 7460.8, Rev 2, Table 5.1

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.