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# State of Wyoming



## Wyoming Energy Conservation Improvement Program

For State Agencies, County & Municipal Governments,  
Higher Education Facilities, Public School Districts,  
Hospitals, and other Public Entities

### PROGRAM MANUAL Appendix 1H

### WYECIP CONTRACT ATTACHMENT D FINANCING RFP PACKAGE



## APPENDIX 1H – WYECIP CONTRACT ATTACHMENT D

### Attachment D REQUEST FOR PROPOSALS FOR ENERGY PERFORMANCE CONTRACT FINANCIAL SERVICES

**RFP REFERENCE:** (Name of Facility Owner)

**RFP DATE:** (Date)

**RFP CLOSING DATE:** (Date)

**ESCO - CONTACT:** Name, Address, Phone, Fax, E-mail

#### Notice to Firms

Invitations are extended for proposals using the attached proposal format

**SCOPE OF REQUEST:** Provide services pursuant to a tax-exempt lease purchase agreement with Facility Owner financing for energy and water savings measures for those certain facilities located at the Facility Owner's campus.

#### PROPERLY COMPLETED RESPONSES WILL INCLUDE:

1. A signed and dated proposal letter in the format provided in this Request For Proposals.
2. A signed and completed signature sheet.
3. A schedule of payments and amortization schedule including any purchase options escrow information (contact, Escrow Agreement and List of All Fees).
4. A completed WYECIP Contract Schedule CS-5 Annual Termination Ceiling (Exhibit 3).

**NOTICE: USE OF FINANCING DEVICES FOR THE ACQUISITION OF EQUIPMENT IS SUBJECT TO THE CONSTITUTION AND LAWS OF WYOMING. THE FACILITY OWNER SHOULD TAKE ALL NECESSARY STEPS TO ENSURE ANY SUCH ACTION IS WITHIN ITS AUTHORITY PRIOR TO ENTERING INTO ANY AGREEMENTS.**

## PROPOSAL INFORMATION

### Specific Terms

- ESCO:** Energy Services Company.
- Lender:** The Provider of the Financing.
- Contract:** A financing agreement between Lender and Facility Owner. Each firm is required to provide a lease contract. The selected Lender will submit a financing agreement that meets Wyoming State Statutes.
- Security:** Lender will be secured by Facility Owner's obligation to make payments, which are subject to annual appropriations and by a security interest in the equipment purchased for the energy and water savings measures to be installed by ESCo, which can be salvaged without damage to the facility to which such equipment is attached.
- Interest Rate:** A fixed rate of interest for the term of the financing. The proposal should include the relevant index and spread along with the period of time the proposed fixed interest is committed.
- Prepayment:** The final financing agreement shall include certain prepayment provisions pursuant to a schedule to be agreed to by the parties.
- Assignment:** Lender may assign its rights to receive payments and its security interest in the equipment installed pursuant to the energy performance contract but only with the advance written consent of Facility Owner. Each assignment must specifically mention Facility Owner's rights regarding prepayment.
- Cost:** The proposal should identify specifically all costs associated with the transaction, if any, that would be an obligation of Facility Owner as either a direct payment or as additional project costs for purpose of determining the funded amount an/or ongoing payment obligation. These costs must be all-inclusive and may include commitment fees, legal counsel, trustee fees and any other costs. The financing agreement does not require Facility Owner to pay any supplemental financing costs, either direct (upfront) or as an addition to the project cost.



**Requirement of ESCo:** The proposal shall identify specifically any requirements to be imposed upon ESCo as a result of this financing.

**Requirement of Lender:** Facility Owner will bear the risk of loss if the equipment is damaged or destroyed, and will make payments from funds available for that purpose.

**End of Section**

## Conditions to Proposal

- Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the firms submitting a response to this Request for Proposals. This includes, but is not limited to, costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request for Proposals.
- No Oral or Implied Contracts:** There shall be no oral or implied contracts relating to this Request for Proposals.
- Acceptance or Rejection:** Facility Owner reserves the right to select, accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request for Proposals; and establish financing at any time.
- Contract:** The successful firm will be required to enter into a financing purchase agreement with Facility Owner.
- Contract Documents:** This Request for Proposals and any amendments and the response and any amendments of the successful firm shall become part of the written contract, which shall comprise the complete understanding of the parties.
- In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
1. Written modifications to the executed contract.
  2. Financing agreement signed by the parties.
  3. This Request for Proposals, including any and all addenda.
- Contract Formation:** No contract shall be considered to have been entered into by Facility Owner until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful firm.
- Open Records Act:** All proposals become the property of Facility Owner. State statute requires all information contained in the proposals become open for public review once a contract is signed or all proposals are rejected.



**Submission of Proposals:** A copy of the firm’s proposal shall be received on or before **Time**, **Date**, addressed as follows:

**Name:**  
**Address:**

Responses via email or facsimile will be accepted provided that such response includes all of the requisite information.

Proposals received prior to the closing date shall be kept secured until closing. Facility Owner shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date.

Each proposal shall include the firm’s social security number or Federal Employer Identification Number.

**Signature of Proposals:** Each proposal shall give the complete mailing address of the firm and be signed by an authorized representative with his or her name and legal title typed below the signature line.

**Acknowledgement:** All firms shall acknowledge receipt of any addenda to this Request for Proposals by original signature with his or her name and legal title typed below the signature line.

**Modification of Proposal:** A firm may modify a proposal by written notification at any time prior to the closing date. Any modifications received after the closing date shall not be accepted.

**Withdrawal of Proposal:** A proposal may be withdrawn on written request from the firm.

**Proposal Disclosures:** At the time of closing, only the names of the firms who submitted proposals shall be made available to the public. No interest rate information will be released until there is an award and contract.

**Notice of Award:** An award is made on the execution of the written contract by all parties. Only Facility Owner is authorized to issue news releases relating to this Request for Proposal, its evaluation, award and/or performance of the tax-exempt lease financing.

**Prohibition of Gratuities:** Neither the successful firm nor any person, firm or corporation employed by the successful firm in the performance of this contract shall offer or give any gift, money or anything of value or



any promise of future award or compensation to any Facility Owner employee at any time.

**Third Party Beneficiaries:** This Request for Proposals and resulting financing agreement shall not be construed as providing an enforceable obligation to any third party.

**No Liability:** Facility Owner shall have no liability, obligation nor shall it be compelled to enter into any financing agreement or any other financing arrangement as a result of issuing this Request for Proposal.

**Lessee:** The obligation of Lessee to pay Rental Payments hereunder is a current expense of Lessee and not a debt of Lessee in contravention of any applicable limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**End of Section**



## FINANCING PROPOSAL LETTER

### PROPOSING FINANCING FIRMS: SUBMIT ON FIRM LETTERHEAD

**Date:**

**RE:** (Name of Facility Owner)

Lender Name is pleased to submit the following financing proposal for Facility Owner Name energy and water savings conservation project. This proposal is being submitted in response to your request for proposals dated \_\_\_\_\_, 200\_.

### I. Lender Information

Lender Name:  
Address:  
Contact:  
Telephone:  
Fax:  
Email:  
Background:

Discuss experience in financing projects and/or performance contracts for State, County, or Municipal Government; Higher Education; K-12 School Districts; Public Hospitals; and Private Non-profit organizations with attention given to experience in the state of Wyoming, and what advantages your firm offers.

### II. Financing Structure.

**Purpose:** Finance the energy and water savings conservation projects to be engineered, designed, constructed and commissioned by ESCo for Facility Owner.

**Structure:** Describe the financing arrangement proposed for this project.

**Security:** First lien on the equipment.  
Facility Owner appropriations.

**Proceeds:** Approximately \$ \_\_\_\_\_ plus capitalized interest for the \_\_\_\_\_ month construction period.



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**Term:** \_\_\_\_\_ months (\_\_\_\_\_ months of construction plus \_\_\_\_\_ months of amortization period)

**Payments:** Quarterly in arrears.

**Prepayment:** List prepayment terms / conditions / penalty

**Interest Rate:** \_\_\_\_\_% (Is this is a non-bank qualified financing?  YES  NO)

Rate will be held until \_\_\_\_\_. After that date, the rate will be adjusted as follows: \_\_\_\_\_.  
(name and source of index).

*(Example: This rate will be held until \_\_\_\_\_. After that date, the rate will float at 75 basis points over the 10 year treasury, constant maturity, as published daily in the Federal Reserve Bulletin Statistical Release H-15)*

**Closing Costs:** \$\_\_\_\_\_ (if any)

**Escrow Account Terms:** Agent name and all costs associated with opening and maintaining the escrow, including any investment management fees, if any.  
*(Note: Please include a copy of the escrow agreement as part of the response documents).*

**Documents:** The following are included with this response:

1. A copy of the proposed financing agreement.
2. A completed WYECIP Contract Schedule CS-5 Annual Termination Ceiling (Exhibit 3).

**Payment and Performance Bonds:** We  do  do not require to be named as dual obligee on the payment and performance bonds.



**Other Conditions:** \_\_\_\_\_  
**Of ESCo:** \_\_\_\_\_

**Credit Approval:** The transaction [ ] is [ ] is not subject to credit approval of the lender.  
*(Note: If the financing is not approved, please list requirements and time frame required for approval).*

**Estimated Closing Date:** Within [ ] days of the award of the financing.

**Other Requirements or conditions:**

### **III. Other Information.**

Provide any other information that you would like to share regarding your firm’s qualifications, references, contacts, etc.

Thank you for the opportunity to provide this proposal. If you have any questions or would like to discuss this proposal in further detail, please let us know.

Sincerely,

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## SIGNATURE SHEET

**ITEM:** Financing for Facility Owner's energy and water conservation projects.

**ENTITY:** Facility Owner

We hereby submit a proposal to furnish the financing for the term of the contract in accordance with the specifications and schedule of supplies. We hereby certify that we do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one, which a reasonable person would think would compromise the open competitive bid process.

The undersigned acknowledges receipt of the following:

1. Request for Proposal letter dated [ ] .
2. Exhibit 1 – Overview of Facility Improvement Projects.
3. Exhibit 2 - WYECIP Contract Schedule CS-1 Implementation Cost by Energy Conservation Measure (ECM).
4. Exhibit 3 – WYECIP Contract Schedule CS-5 Annual Termination Ceiling.
5. Addenda Number [ ] through [ ] .

Legal Name of Person, Firm or Corporation: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

FEIN Number: \_\_\_\_\_

Please indicate taxes currently registered for in Wyoming:

Corporate Income Tax  Sales Tax  Withholding Tax

Compensating Use Tax  None

The undersigned attests this bidder is not in arrears in taxes due the State of Wyoming.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name of Signature: \_\_\_\_\_ Title: \_\_\_\_\_

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



## EXHIBIT 1 OVERVIEW OF FACILITY IMPROVEMENT PROJECTS

**ESCO Name:**

**Contractual Arrangement:**

Energy Performance Contract by and between (Name of ESCo) and (Name of Facility Owner).

**Total Installed Costs:**

\$ \_\_\_\_\_, subject to adjustment based upon final analysis by ESCo.

**Financed Capital:**

Approximately \$ \_\_\_\_\_, which is the Total Installed Costs plus capitalized interest for the \_\_\_\_\_ month construction period.

**Term:**

\_\_\_\_\_ months (\_\_\_\_\_ months of construction plus \_\_\_\_\_ months of amortization period).

**Payments:**

\$ \_\_\_\_\_ per \_\_\_\_\_ in arrears (No more frequent than quarterly and such payment shall be in arrears).

**Projects:**

Energy and Water Savings Measures including but not limited to:

- Item 1
- Item 2
- Etc...

A more detailed description of these measures is included with this Request for Proposals, along with an estimate of the capital cost associated with each, in Exhibit 2 - WYECIP Contract Schedule CS-1 Implementation Cost by Energy Conservation Measure (ECM).

**Anticipated Draw Schedule:**



**EXHIBIT 2**

**CONTRACT SCHEDULE CS-1**  
**IMPLEMENTATION COST BY ENERGY CONSERVATION MEASURE (ECM)**

Facility name: \_\_\_\_\_ Contractor Name: \_\_\_\_\_

Category Number	ECM Number	ECM Description	Total Implementation Cost	Proposed First Year Annual Cost Savings	Simple Payback (Years)	ROI (%)
N/A	N/A	Investment Grade Audit and Project Development Fee	\$	\$ N/A	N/A	N/A
			\$	\$		
			\$	\$		
			\$	\$		
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			\$	\$		
			\$	\$		
		<b>TOTAL FOR ALL MEASURES:</b>	\$	\$		

Bonded Amount: \$ \_\_\_\_\_

- Notes:
- 1) Total Implementation Costs shall include only direct costs, and no performance-period expenses.
  - 2) Contractor shall identify direct costs for Investment Grade Audit and Project Development fees as a separate line item.
  - 3) Contractor shall attach adequate supporting information detailing total implementation expenses (direct costs), in accordance with Section 3.2 in Attachment A to the Investment Grade Audit and Project Development Contract.
  - 4) Contractor shall propose bonded amount representing the basis of establishing performance and payment bonds per Section 3.7 of the Energy Performance Contract, as required.
  - 5) Attached supporting information shall be presented to identify portions of ECM or project expenses included in proposed bonded amount.

**EXHIBIT 3**

<b>CONTRACT SCHEDULE CS-5 ANNUAL TERMINATION CEILING</b>		
<b>Facility Name:</b>	<b>Contractor Name:</b>	
	<b>Outstanding Capital Investment</b>	<b>Total Termination Ceiling</b>
Installation Acceptance		
End of Year One		
End of Year Two		
End of Year Three		
End of Year Four		
End of Year Five		
End of Year Six		
End of Year Seven		
End of Year Eight		
End of Year Nine		
End of Year Ten		
End of Year Eleven		
End of Year Twelve		
End of Year Thirteen		
End of Year Fourteen		
End of Year Fifteen		
End of Year Sixteen		
End of Year Seventeen		
End of Year Eighteen		
End of Year Nineteen		
End of Year Twenty		
<p><b>Notes:</b>            (1) Outstanding Capital Investment is a fixed subset of Total Termination Ceiling. It constitutes the remaining unamortized principal on total Amount Financed for each time period specified above plus any prepayment charges, as negotiated for the contract.            (2) Termination Ceilings for each time period specified above establish the maximum termination liability for that time period. Actual total termination costs will be negotiated.            (3) Contractor or financing company may attach a monthly Financing Termination Liability Schedule that must correspond to the annual amounts submitted above in each year for Outstanding Capital Investment.            (4) In the event of delivery order cancellation or termination for convenience, State of Wyoming regulations will apply. Changes to a contract based on mutual agreement of the parties rather than cancellation or termination may use the information in this schedule.</p>		