**REQUEST FOR PROPOSAL FOR A**

**GUARANTEED ENERGY SAVING PERFORMANCE CONTRACT**

# INTRODUCTION AND BACKGROUND

The objective of this Request for Qualifications/Proposal is to solicit proposals for a project to assist PATTONVILLE SCHOOL DISTRICT (“DISTRICT”) in becoming as energy and

operationally efficient as possible, through the installation of energy-efficiency facilityimprovement measures, and energy conservation training programs. DISTRICT wishes to implement energy conservation measures on a guaranteed energy savings performance contract basis per Missouri Statute 8.231.

Evaluation will be based solely on the responses to this RFP, and each proposal will be scored by district administration based on the criteria in section 14 of this document. DISTRICT will compare the responses provided and on that basis, intends to award a contract for all facilities included in attachment A to a provider(s) that provides the best proposal which meets the needs of the district. DISTRICT reserves the right to award a contract to multiple providers.

It is currently planned that the District will purchase, finance, and own any new equipment installed as a result of any project. It is expected that savings and/or guarantees provided by the energy service company selected pursuant to this RFQ/P and eventual audit will fully offset the acquisition costs involved for DISTRICT within a fifteen-year period or less.

# DISTRICT SCHOOLS REPRESENTATIVES

Questions concerning the technical specifications relative to this proposal package should be directed in writing to:

Ron Orr, Chief Financial Officer

Pattonville School District

11097 Saint Charles Rock Road

St. Ann, MO 63074 314-213-8005 rorr@psdr3.org

# PROCEDURES

## 1. REQUIRED /PROPOSAL SUBMITTALS

1.1 Interested parties are to respond with sealed /proposal (original and two copies) for a performance based energy service contract for DISTRICT.

1.2 Proposals are to be prepared simply, providing straight forward and concise answers to all questions in the format requested. Repetitions of the terms and conditions of this proposal request, without additional explanation, will not be considered sufficiently responsive. Your proposal document should respond completely to the requirements indicated in this request.

1.3 Proposals must be received on or before the time and date specified at the location noted below:

November 14, 2017 at 1:00pm

Pattonville School District (Attn: Ron Orr)

11097 Saint Charles Rock Road

Saint Ann, MO 63074

Proposals received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened.

1.4 No incomplete proposals will be considered. Proposers must answer all questions and complete any forms requested. Proposals should be sealed and marked RFP for Guaranteed Energy Savings Performance Contract. No email, telephone or faxed proposals will be accepted.

1.5 Proposal information is restricted and not publicly available until after the award of the contract.

1.6 All submissions become the property of the District and will not be returned to the proposer.

##  2. PREPARATION OF PROPOSALS

2.1 Proposers are expected to examine any drawings, charts, specifications, requirements, schedules, and instructions included in the proposal package. Failure to do so will be at the bidder's risk.

2.2 Receipt of amendments/addendum by bidders must be acknowledged by the time of the /proposal opening. Addendums received prior to qualifications/proposal submittal should be acknowledged in the appropriated space on the proposal document. Addendums received after proposal submittal should be acknowledged by letter or fax.

##  3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

 3.1 A response to proposal that is in the possession of DISTRICT may be altered by e-mail, letter or fax transmission bearing the signature or name of the person authorized for offering, providing it is received and acknowledged in writing by the District prior to the time and date of opening. Any alteration should not reveal the price but should indicate the addition, subtraction, or change in the proposal.

 3.2 A response to qualifications/proposal that is in the possession of DISTRICT may be withdrawn by the proposer in person or by written request up to the time of the proposal opening. Responses may not be withdrawn after the opening time.

## 4. FEES

4.1 Any required and mutually agreed-upon fees will be paid by the District upon satisfactory and final completion of the associated scope of work, provision of all contract deliverables and submission of an application for payment to the address shown on the contract.

1. **INTERPRETATIONS:**

5.1 No oral interpretations will be made for proposers as to the meaning of the RFP. Request for interpretations to the meaning of the RFP must be made in writing to DISTRICT not later than November 3, 2017 and failure on the part of the successful proposer to do so shall not relieve him/her of the obligations to execute such services in accordance with a later interpretation by the school district. All interpretations made to the proposers will be issued in the form of addenda to

the RFP and will be sent to all proposers. Such addenda are to be covered in the proposals, and in closing the contract, they become a part thereof.

## 6. CONFIDENTIAL INFORMATION

6.1 It is to be understood that proposals made in response to this RFP may become matters of public record pursuant to Missouri law applicable to public entities and proposers shall be deemed fully aware of that possibility upon submission of a proposal.

## 7. MINIMUM PROPOSER(S) ELIGIBILITY REQUIREMENTS

7.1 DISTRICT is interested in receiving proposals from qualified energy services companies (referred to as ESCOs) for providing comprehensive energy management services. Proposals are requested from firms capable, and with a documented history, of providing services that address energy supply, behavioral training, and the systems and equipment necessary to achieve holistic cost-effective energy efficiency measures

7.2 While it is the intent of DISTRICT to provide open and fair competition, the District is seeking only capable ESCOs that have personnel with qualifications and proven experience implementing successful; guaranteed savings, energy performance contract projects and that are considered qualified providers under applicable state law. Minimum requirements to be considered a qualified provider are:

1. Assigned personnel must have had primary responsibility for at least ten successfully completed guaranteed energy performance contract projects for Missouri education clients where comprehensive development, turnkey implementation and measurement of energy savings took place.
2. Personnel having a minimum of ten years experience in the evaluation, design and implementation of energy efficiency improvement measures.
3. At least one team member assigned to this project will be a Professional Engineer licensed in Missouri.
4. At least one team member assigned to this project will be a Certified Energy Manager, as granted by the Association of Energy Engineers.
5. The responding firm will be a member of the National Association of Energy Services Companies (NAESCO), or be a qualified energy service company as determined by the Department of Energy.

## 8. ACCEPTANCE PERIOD

8.1 Proposals are requested to be firm for a period of at least 90 days starting upon the opening date and will be considered final after signature of a contract acceptable to DISTRICT.

## 9. AWARD AND PURCHASE

9.1 The decision relating to the contract will be based on a determination of the firm(s) submitting the best responsible proposal complying with the requirements of the RFP, provided the qualifications/proposal is reasonable and in the best interest of DISTRICT to accept. The firm(s) selected will be notified at the earliest practical date. The decision regarding acceptability of any firm’s qualifications/proposal shall remain entirely with the District. The criteria for making this judgment may include but not be limited to price, demonstrated capability, quality of references,

and general responsiveness to the RFP. Notwithstanding the foregoing, DISTRICT reserves the right to reject any and all proposals in whole or in part and/or not select a proposer. This RFP does not commit DISTRICT to award a contract, to pay any costs incurred in preparing a proposal, to procure or contract any services or to adhere to any predetermined timeline or schedule of events.

 9.2 DISTRICT hereby notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, religion, color, sex, national origin or ancestry in consideration of an award. Proposer hereby agrees that should proposer be awarded

 this contract, proposer will not discriminate against any person who performs work

 there-under because of race, religion, color, sex, national origin or ancestry.

 9.3 DISTRICT reserves the right to reject any or all proposals, to waive any informality or technical defects in proposals, and unless otherwise specified by DISTRICT, to accept any item or groups of items in the proposal as may be in the best interest of DISTRICT.

 9.4 It is the intent of DISTRICT to work with the selected ESCO’s to reach mutually agreeable terms for an Investment Grade Audit and subsequently an Energy Performance Contract with a final firm; however, the selection of an ESCO does not obligate the district in any way to enter into a contract for services or to incur any other obligation.

# SCOPE OF SERVICES

## 10. SCOPE OF SERVICES REQUESTED

10.1 It is the intent of this Request for Proposal to contract with a firm(s) to conduct a detailed and comprehensive audit and establish fees and qualifications for a guaranteed energy cost savings contract for energy utilization assessment and improvements for DISTRICT. The District is interested in contracting for a full range of energy services and energy-related capital improvements (accomplished through a performance-based contract, guaranteed savings or similar agreement).

10.2 DISTRICT is initially seeking to establish specific qualifications from interested ESCOs which are capable of providing comprehensive energy management and energy-related capital improvement services for this project. These services may include but are not limited to:

1. Performance of an investment quality energy audit and analysis
2. The design and specification of energy efficiency and facility improvement measures
3. Services associated with the procurement and installation of improvement measures
4. Project and construction management for installation of improvement measures
5. System commissioning & technical training for facility staff on each affected system
6. Training of facility, faculty and administrative staff on energy efficient practices
7. Other services in connection with arrangement of financing (depending on financing approach) for the entire transaction
8. Performance period services and management

It is envisioned that the qualified ESCO will provide all services needed to effectively analyze, recommend and implement improvement measures that will generate significant energy and/or operational savings, as well as savings which would not reduce consumption per se but are aimed at cost savings, such as electrical demand reductions.

* 1. Improvements should result in guaranteed minimum energy savings with the associated financing payments (if utilized) linked to actual measured reductions in energy consumption/cost. Distribution of any excess savings derived from the project over and above the guaranteed amount shall remain with DISTRICT unless otherwise accepted by the District.

* 1. Energy savings guaranteed and achieved by the installed projects must be sufficient to cover all project costs including annual maintenance and monitoring fees for the duration of the contract.

* 1. The requested services must be provided in compliance with all applicable Federal and State rules and regulations including, but not limited to any applicable state and local regulation and all requirements applicable to public works projects.

## 11. GENERAL STATEMENT OF PURPOSE

11.1 It is the intent of this requirements document to solicit qualification statements from companies that describe their capability to provide an audit and implement a program to improve the energy efficiency of various school facilities. It is anticipated that significant improvements can be made and paid for through energy cost savings. Under this plan the client tenders no money for the projects up front, but rather pays for the projects from verified energy savings over a multi-year project, not to exceed 15 years. The primary task of the successful energy service company is to reduce the total energy consumption and the peak electrical demands of the facilities.

11.2 DISTRICT is interested in a firm to implement retrofit projects on a performance based contracting basis in the facilities listed in **Attachment A**.

11.3 A registered professional engineer must, at a minimum, review and approve design work done under this contract.

11.4 DISTRICT requires a minimum guaranteed savings approach to the project. The energy and other operational savings guaranteed and achieved by the installed projects must be sufficient to cover all project costs including project debt service and annual maintenance and monitoring fees for the duration of the contract term.

11.5 The ESCO will be required to work with current facility management and maintenance personnel to coordinate construction and provide appropriate training in operation retrofits.

# SELECTION PROCESS

## 12. PROCUREMENT

12.1 A committee of DISTRICT representatives will review and evaluate the written responses to thisRequest for /Proposal in accordance with the evaluation criteria identified below.The evaluation committee **may or may not** conduct interviews with finalists to clarify information provided in the proposals. While cost is an important factor, it should be understood that the District is not under any obligation to accept the lowest cost proposal or any proposal at all.

## 13. TIMETABLE FOR PROCESS

13.1 The timetable that DISTRICT expects to accomplish is as follows:

 Written requests for RFP interpretations or additional information submitted by November 3, 2017

 Response to RFP received by 1:00pm November 14, 2017 as outlined in this proposal Final ESCO(s) recommendation made to Board of Education December 2017

## 14. EVALUATION CRITERIA

14.1 DISTRICT intends to award a contract to the firm with the most responsive proposal, which, in the judgment of DISTRICT best meets its needs. **The criteria for making this evaluation will** be based onthe following 100% scale:

(10%) Company Qualifications & Services

(20%) Personnel Qualifications & Experience

(20%) Solution Development Approach

(20%) Project Management Approach

(10%) Performance Management Approach

# (20%) Financial Approach & Summary

(100%) Total Points in Scale

14.2 Though pricing is a key factor, it will not be the sole determining criteria in proposal selection.

14.3 Demonstrated capability and experience of individuals whom will be providing the services; and their track-record as indicated by the references submitted are important factors.

14.4 DISTRICT will be the sole judge with respect to the evaluation of proposals. The establishment, application and interpretation of the above evaluation criteria shall be within the sole discretion of the DISTRICT.

14.5 DISTRICT intends to award a negotiated contract to one firm to provide equipment and services under terms and conditions considered to be the most favorable among those offered.

14.6 DISTRICT may, at its sole discretion, choose not to award a contract.

14.7 Costs for services incurred prior to the execution of an Investment Grade Audit agreement and the final Guaranteed Energy Cost Savings Contract will be the sole responsibility of the ESCO.

14.8 DISTRICT reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

## FORMAT OF CONTENTS

### 15. REQUIREMENTS FOR PROPOSAL CONTENTS

**15.1 Executive Overview –** *Briefly* highlight your firm’s unique qualifications for this project.

**15.2 Company Qualifications & Services** – Provide information which describes your company’s qualifications and the services offered in providing energy performance contract projects.

1. Firm name, address, personal contact
2. Ownership structure (ties to equipment manufacturers, utility company, etc.)
3. Mission and Vision of your company
4. Respond to the following items:
	* + Verify ability to provide 100% Payment & Performance Bond
		+ Verify ability to provide necessary Insurance Coverage
		+ Identify whether your firm has been in any lawsuits, arbitration or mediation related with an energy performance contract project, whether any project has been cancelled or non-appropriated by any client, whether your firm has ever reimbursed a client or non-performance on guaranteed savings and whether your firm has ever received a citation from or been fined by any public body for improper construction practices .
		+ Identify the percentage of your company’s annual revenue that is directly related to energy performance contracts
		+ Identify the percentage of your projects (expressed as both the total dollar value of projects and as the number of projects) that are for education clients
5. Describe the complete range of required services which will be provided by your firm
6. Describe your understanding of and/or experience with Missouri Statute 8.231
7. Provide draft Investment Grade Audit and Energy Performance Contract agreements

**15.3 Experience, Qualifications and Knowledge of Personnel –** Provide information regarding the experience, qualifications and knowledge of the people who will be directly responsible for this project.

1. Identify team members that will be assigned to this specific project (only) and discuss their experience in similar environment(s).
2. Provide references for a minimum of five (5) energy performance contract projects for which key team members have been primarily responsible.
3. Describe the role(s) that each team member will play in performing the contract, and identify the number of years they have fulfilled this specific role.
4. Provide professional resumes for each key team member, indicating educational and professional licensing (i.e. EIT, PE, CEM, etc.), past projects worked on, etc.

**15.4 Solution Development Approach –** Describe your approach to developing energy efficiency and facility improvement solutions for DISTRICT.

1. Identify your approach to understanding District facilities, equipment and needs.
2. Describe your approach to evaluating, recommending and designing solutions.
3. Explain your approach to selecting and procuring equipment and subcontractors.
4. Identify your methodology for calculating savings for energy performance contracts.
5. SITE SPECIFIC APPROACH – provide a synopsis of the potential energy efficiency and facility improvement measures at each District facility listed in Attachment B.

**15.5 Project Management Approach –** Describe your approach to managing implementation of the guaranteed energy savings performance contract project.

1. Explain your approach to project management; including what role(s) each key Team member provides in fulfilling this approach.
2. Explain your approach to construction management.
3. Describe your methodology for scheduling project implementation and the channels of communication between your Team and DISTRICT personnel.
4. Identify your method for addressing scope and/or cost changes that may arise.
5. SITE SPECIFIC APPROACH – provide a projected time-line for developing and implementing an energy efficiency facility improvement project at DISTRICT.

**15.6 Performance Management Approach –** Describe your performance-period services approach.

1. Describe the methodology to be used for measuring and verifying project savings.
2. Identify the training and post construction documentation that will be provided in conjunction with the energy performance contract project.
3. Describe any warranties that may be offered and how they are fulfilled. Provide details on manufacturer’s warranties and terms and also provide a one year warranty as to labor.
4. Explain your approach to any on-going maintenance services that may be required.

**15.7 Financial Approach –** Identify all of the pertinent issues related with the financial aspects of the energy performance contract project. Issues that need addressing include:

1. Describe your overall approach to developing project costs and pricing.
2. List all fees to be paid by DISTRICT excluding actual construction costs for equipment and installation.
3. Describe the options for funding the energy performance contract project.
4. Verify your willingness to provide a written guarantee for the savings and to take an openbook pricing approach to the project. Discuss your experience with and approach to each.
5. Describe how your firm is paid and the value your approach provides.
6. Provide a potential savings and projected cash-flow analysis for the DISTRICT project (include currently available interest rate and duration of availability).

## CONTRACT LANGUAGE REQUIREMENTS

### 16. LACK OF FUND CLAUSE

16.1 If, during the term of the contract to be derived from this RFP, funds are not appropriated for such (services/material/equipment), DISTRICT reserves the right to cancel said contract with thirty (30) days written notice. No expenses shall accrue to DISTRICT for such cancellation.

DISTRICT shall cease payments, if in any fiscal year during the term of the agreement, DISTRICT fails to appropriate, re-appropriate, or otherwise make funds available for the project which is the subject of the Guaranteed Energy Cost Savings Contract. Such language shall be made a part of the contract resulting from this solicitation.

### 17. INSURANCE COVERAGE

17.1 The successful proposer shall have adequate insurance coverage to include:

1. Workers compensation, in accordance with State Worker’s Compensation requirements and employers liability insurance in amounts no less than $1,000,000 each accident/each employee .
2. Commercial General Liability Insurance of $1,000,000 combined single limit 00,000 bodily insurance and property damage per occurrence and $2,000,000 in the aggregate, and business automobile liability coverage in the amount of $1,000,000 combined single limit for all owned, hired and non-owned vehicles to protect the ESCO and DISTRICT Schools as their interests may appear, against claims for personal injury or death and damage to the property of others. Each shall be named in the policy or policies as insured and all policies shall include waivers of subrogation in favor of DISTRICT. The proposer shall also provide an umbrella excess liability policy that will provide a minimum of $1,000,000 per occurrence,/$1,000,000 aggregate over the employers liability, commercial general liability and automobile liability coverages. ESCO’s coverage shall be primary and any coverage of DISTRICT shall be excess only and not contributory.
3. Professional Liability Insurance: State amount of coverage ($1,000,000 per occurrence/$2,000, 000 aggregate as minimum).
4. All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the contract period, the contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the District. Endorsements confirming the coverage required herein shall be provided before any work is commenced by the ESCO.
5. Claims against the proposer’s insurance should be included in the proposers response. It should include total dollars of claims and any pending claim amounts.

17.2 The successful proposer shall defend, indemnify and save harmless the DISTRICT, its officers, directors and employees from all suits, actions, or claims of any character brought because of injuries, losses, claims or damages received , claimed or sustained by any person or persons on account of the operations of the said provider or any party claiming under said provider or because of any act or omission, neglect or misconduct or said provider or any party claiming under said provider or from any claims or amounts arising or recovered under any other law, ordinance, order or decree. It is understood that DISTRICT is a public entity and will not provide an indemnity to the proposer.

1. **BID BOND**

18.1 No bid bond is required at this stage.

### 19. PAYMENT and PERFORMANCE BOND

19.1 The successful vendor will be required to provide a Payment & Performance Bond in form and substances acceptable to DISTRICT. The payment bond shall all statutory requirements for public works projects per Section 107.170 RSMo. Proposers shall represent and warrant to DISTRICT that they are able to provide a Payment & Performance Bond of the total construction costs in the RFP response and at the time the contract documents are signed.

### 20. CONTRACTUAL PROVISIONS

20.1 The contents of the RFP submissions, as appropriate, become part of the final contract.

20.2 DISTRICT must have access to inspect, test. audit and approve both the work conducted in the

facilities during construction and operations, and to inspect, audit and copy the books, records, and other compilations of data which pertain to the performance of the provisions and requirement of this agreement. Records shall be kept on a generally recognized accounting basis, and calculations kept on file in legible form.

20.3 All drawings, reports and materials prepared by the ESCO specifically in performance of the contract shall become the property of DISTRICT and shall be delivered to the District as requested but no later than upon completion of construction.

20.4 The preferred means of financing this project have not been determined at this time. The District is seeking recommendations as to innovative means of financing this energy efficiency, facility improvement project.

20.5 If desired by DISTRICT, a provision imposing liquidated damages for failure to perform the services by the contractual deadline may be included in the contract. In no event shall there be any increase in fees to be paid to the ESCO due to weather related delays or increases in costs of materials and/or labor.

20.6 Any disputes between the parties shall be resolved pursuant to Missouri law in the applicable court located in St. Louis\_County, Missouri.

20.7 The ESCO shall represent and warrant to DISTRICT that it does not and will not employ any registered sex offenders and it will perform background checks on all employees who the ESCO anticipates will work on the project. Any employee who does not pass the background check will not be allowed on DISTRICT property.

### 21. PUBLIC WORKS REQUIREMENTS

21.1 Prevailing Wages shall apply to any and all work performed under this RFP and the selected

ESCO shall pay prevailing wages in compliance with state law. ESCO will forfeit a penalty to DISTRICT of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by ESCO or any subcontractor.

21.2 ESCO and all subcontractors must require all on-site employees to complete the 10 hour safety training program required under Section 292.675 RS Mo. if they have not previously completed the program and have documentation of having done so. The ESCO will forfeit a penalty to the District of $2500 plus an additional $100 for each employee employed by the ESCO or subcontractor for each calendar day or portion thereof that such employee is employed without the required training.

21.3 Every transient employer as defined in Section 285.230 must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (a) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (b) proof of coverage for workers compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers compensation; and (c) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall be liable for a penalty of $500 per day until the notices required are posted in compliance with Section 285.234 RS MO.

21.4 ESCO and all subcontractors shall participate in a random drug and alcohol testing program in accordance with Section 161.371 RSMo. Such program must be administered by a certified laboratory and must require notification to the employer and employee of the results of any positive drug and alcohol test, DISTRICT must be notified of the action to protect the safety of the students as a result of the positive test and ESCO will pay the cost of the testing.

21.5 ESCO shall affirm that it is enrolled in a federal work authorization program and shall provide a sworn affidavit to that effect, which affidavit shall also state that the ESCO does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided to DISTRICT.

21.6 ESCO shall comply with the Missouri Domestic Products Procurement Act.

***ATTACHMENT A***

***LIST OF FACILITIES TO BE INCLUDED IN FINAL CONTRACT(S)***

|  |  |  |
| --- | --- | --- |
| Building  | Address  | Square Footage  |
| High School  | 2497 Creve Couer Mill Maryland Hgts, MO 63043  |  444,128  |
| Pattonville Hgts. Middle School Campus  | 195 Fee Fee Road Maryland Hgts, MO 63043  |  153,298  |
| Bus Garage  | 4050 Banks Bridgeton, MO 63044  |  21,946  |
| Briarcrest Elementary  | 2900 Adie Road St. Ann, MO 63074  |  43,096  |
| Bridgeway Elementary  | 11635 Oakbury Court Bridgeton, MO 63044  |  56,712  |
| Drummond Elementary  | 3721 St. Bridget Lane St. Ann, MO 63074  |  95,967  |
| Parkwood Elementary  | 3199 Parkwood Lane Maryland Hgts, MO 63043  |  72,870  |
| Remington Elementary  | 102 Fee Fee Road Maryland Hgts, MO 63043  |  52,732  |
| Rose Acres Elementary  | 2905 Rose Acres Ln Maryland Hgts, MO 63043  |  63,882  |
| Learning Center  | 11097 St. Charles Rock Rd Bridgeton, MO 63044  |  40,947  |

***-----------------------------------------------END OF RFP/Q-------------------------------------------------***