

**REQUEST FOR PROPOSALS
FOR AN
ENERGY PERFORMANCE CONTRACTING PROJECT**

The Fayette R-III School District is seeking proposals from Qualified Providers which are capable of providing comprehensive infrastructure and energy-related capital improvement services in accordance and full compliance with Missouri Statute 8.231. In furtherance thereof, the District is requesting services to plan, develop, design, and implement innovative solutions for Energy Conservation Measures. Qualified providers are invited to submit a formal proposal, which must be sent to the District's Superintendent, Jill Wiseman. Proposals must be received by August 10, 2021 and be in accordance with the specifications and needs as described herein.

The District will select the firm that provides the lowest and best proposal which meets the needs of the District, if it finds that the amount it would spend on the energy cost savings measures recommended in the proposal would not exceed the amount of energy or operational savings, or both, within a fifteen-year period from the date installation is complete, if the recommendations in the proposal are followed. The selection is planned for the August 18, 2021 Board of Education meeting, but the District reserves the right to select the lowest and best proposal at any time after receipt of proposals, including at the August 18, 2021 Board of Education meeting.

This Request for Proposals will be referred to as Exhibit A in the final contract between the District and the selected firm. The District reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such selection, rejection or waiver is in its best interest.

All proposal documents become public record once a negotiated contract has been executed. Qualified providers submitting proposals will be required to keep their proposals in effect for a period of one hundred eighty (180) days from the opening of proposals.

District Contact: Jill Wiseman
Fayette R-III School District
705 Lucky Street
Fayette, MO 65248

- **NOTE:** For an electronic copy of the solicitation, contact Jill Wiseman at 660-248-2153.

Due Date:

Proposals must be submitted by August 10, 2021 no later than 2:00 p.m. (local time).

Schedule of Events:

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| • Responses due: 2:00 p.m. (local time) | August 10, 2021 |
| • Oral Interviews (if requested by the District) | August 11, 2021 |
| • District decision | August 18, 2021 |
| • Notice of District decision | Within 5 days of District decision |

PURPOSE

The Fayette R-III School District (District) is requesting proposals for facility improvements including but not limited to modifications or replacements of systems or facilities through a Guaranteed Energy Cost Savings Contract pursuant to Missouri Statute 8.231. These proposals will include the implementation and monitoring of one or more Energy Conservation Measures pursuant to Missouri Statute 8.231. The contracted services to be performed will be to furnish all the required labor, materials, equipment, parts and supplies necessary for the design, development, and planning of facilities improvements chosen by the District. The District reserves the right to approve all consultants that make up the selected provider's team that may be required for the completion of a project. Upon successful approval, the District will utilize the selected provider.

PROJECT DESCRIPTION

The District wishes to make facility improvements that qualify as "energy costs savings measures" under Missouri Statute 8.231, which include, but are not limited to, the following:

- a. Insulation of the building structure or systems within the building;
- b. Storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing reductions in glass area, or other window and door system modifications that reduce energy consumption;
- c. Automated or computerized energy control system;
- d. Heating, ventilating or air conditioning system modifications or replacements;
- e. Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;
- f. Indoor air quality improvements to increase air quality that conforms to the applicable state or local building code requirements;
- g. Energy recovery systems;
- h. Cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings; and,
- i. Building operation programs that reduce the operating costs.

The proposed cost shall be for a turn-key project in which energy and/or operational cost savings are guaranteed.

DEFINITIONS

- a. **ENERGY CONSERVATION MEASURE (ECM).** Any improvement repair, alteration, or betterment of any building or facility owned or operated by a school district or any equipment, fixture, or furnishing to be added to or used in any such building or facility that is designed to reduce energy consumption or operating costs, and qualifies as an energy cost savings measure under Missouri Statute 8.231.
- b. **GUARANTEED ENERGY COST SAVINGS CONTRACT.** A contract for the implementation of one or more ECM's. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and the energy cost savings are guaranteed to the extent necessary to make payments for the systems. Guaranteed energy cost savings contracts shall be considered public works contracts to the extent that they provide for capital improvements to existing facilities.
- c. **QUALIFIED PROVIDER.** A person or business whose employees are experienced and trained in the design, implementation, and installation of energy conservation measures. A Qualified Provider to whom a contract is awarded shall provide a sufficient bond to the District for its faithful performance.
- d. **ENERGY AND OPERATIONAL SAVINGS.** Energy savings may include electricity, natural gas, water, fuel oil or other fuels consumed in order to operate a facility. Operational savings are "expenses eliminated and future replacement expenditures avoided as a result of new equipment installed or services performed."

DESCRIPTION OF THE PROCUREMENT PROCESS

- a. **SUBMISSION OF PROPOSALS.** Submitted proposals shall be sealed and received in the office of Fayette R-III School District, Attn: Jill Wiseman, Superintendent, 705 Lucky Street, Fayette, MO 65248 (Telephone No. 660-248-2153) no later than 2:00 p.m. Central Standard Time on August 10, 2021, and shall be opened immediately thereafter. **NO EXTENSIONS WILL BE GRANTED.** The District will review and evaluate written proposals in response to this RFP in accordance with the evaluation criteria identified below.
- b. **ORAL INTERVIEW.** Each of the selected Qualified Providers may be asked to participate in an oral interview to discuss in detail how their approach satisfies the evaluation criteria. The Qualified Provider should be prepared to answer questions presented by the Evaluation Committee or Board of Education.

- c. **SELECTION OF QUALIFIED PROVIDER.** The selection of a qualified Provider to provide Energy Conservation Measures through a Guaranteed Energy Cost Savings Contract shall be based solely on the District's evaluation of information a Qualified Provider sets forth in its written proposal subject to the evaluation criteria set forth herein. The District shall select the Qualified Provider that provides the lowest and best proposal which best meets the needs of the District. The District reserves the sole right to request additional information, waive any of the requirements here within, change any schedules or time frames as it deems necessary, and/or reject all proposals.
- d. **EXECUTION OF GUARANTEED ENERGY COST SAVINGS CONTRACT AND FINANCING DOCUMENTS.** The District will negotiate and execute the Guaranteed Energy Cost Savings Contract with the selected Qualified Provider.

GENERAL CRITERIA FOR QUALIFIED PROVIDER SELECTION

The District's Board of Education shall select the proposal that is from what is considered a qualified provider and which is the lowest and best proposal that meets the needs of the District. The Board of Education shall utilize the following criteria in evaluating the proposals:

- a. **Experience, Track Record, and Qualifications**
 - i. The Qualified Provider shall provide the following:
 - 1. Firm name and address of responding office
 - 2. Company History
 - 3. Company Financial Strength
 - ii. The individual engineering and designing the ECM'S for the Qualified Provider shall be a Registered (MO) Professional Engineer with a minimum of 10 years of experience. Include a brief description and/or resume for each team member (technical, financial, and administrative) who will be actively involved in the proposed Project.
 - iii. The Qualified Provider shall submit a list of relevant experience and/or projects performed by the local office or branch that will be responsible for carrying out the work. Qualified provider will also identify to the district the personnel that will develop its ECM's as well as those individuals that will oversee and manage its project and their relevant experience.
 - iv. The Qualified Provider must list all current or previous litigation/lawsuits resulting from the design and/or implementation of a guaranteed energy cost savings project pursuant to Mo. Statute 8.231. Failure to disclose this information will lead to immediate disqualification.

b. Solution Development Approach

- i. Provider shall include a description of its approach to understanding existing building conditions, systems, operations, and schedules.
- ii. Provider shall include a description of its approach to evaluation, recommending and designing facility solutions.
- iii. Provider shall include a description of its equipment selection and procurement process, and contractor selection and subcontracting process.
- iv. Provider shall include a description of their demonstrated ability to provide supply-side utility savings analysis and savings opportunities.
- v. Provider shall demonstrate its philosophy on compliance with standards, codes, tests, or recommended methods of trade, and how its solution will or will not comply with the latest edition of all applicable safety and performance standards and Codes including, but no limited to, the following:
 1. ASHRAE- American Society of Heating, Refrigeration, and Air-Conditioning Engineers.
 2. SMACNA- Sheet Metal and Air Conditioning Contractors national Association.
 3. AMCA- Air Movement and Control Association.
 4. NFPA- National Fire Protection Association.
 5. EPA- Environmental Protection Agency.
 6. OSHA- Occupational Safety and Health Administration.
 7. BOCA Building Code
 8. BOCA Mechanical Code
 9. IMC- International Mechanical Code.
 10. ADA- Americans with Disabilities Act.
 11. IES- Illuminating Engineering Society.
 12. NEC- National Electric Code
 13. Local codes within the District's territory
- vi. Provider shall include a description of the process to warrant good and clear title to all equipment and materials furnished to the District and further warrant all equipment and materials to be of good quality and free of defects in materials and workmanship, including installation and setup.

All work performed under the Guaranteed Energy Cost Savings contract shall be in accordance with all applicable Federal, state and municipal laws and regulations legally enacted as of the date the work commences.

c. Implementation and Project Management Approach

- i. Provider shall provide a description of the process used for implementation and project management. This description shall address the following points:
 - 1. Ability to manage the construction processes and effectively communicates ongoing progress to the District. This must include detailed commitments for providing onsite management during the construction process.
 - 2. Ability to clearly assign responsibility for various projects to specific individuals. Individuals responsible for the management of the project must be identified and have experience on similar projects installed at public school districts in Missouri.
 - 3. Ability to plan and complete all phases of the project on schedule and in a manner that does not unnecessarily interrupt the facilities occupants.
 - 4. Ability to coordinate project construction with local utilities, subcontractors, equipment suppliers, and facility personnel.
 - 5. Ability to provide a schedule of project milestones which will become part of the final contract.
 - 6. How scope changes are handled. Change order process and philosophy.

d. Financial Approach

Provider shall address the following points:

- i. Approach to developing the financial elements of the Provider's recommended solution.
- ii. Approach to developing: (1) guarantees, (2) measurement, and (3) verification or energy savings.
- iii. Experience successfully securing state energy loan dollars on behalf of districts.
- iv. Financial soundness and stability of Provider.
- v. Demonstrated ability to provide and/or coordinate project financing.
- vi. Ability to provide a written guarantee which states that either the energy or operational cost savings, or both, will meet or exceed within 15 years the costs of the facility solutions. Such guarantee must be made directly by the Provider. Third party insurance policies will not be accepted.
- vii. Clear provisions for the reimbursement to the District of any shortfall of guaranteed energy savings projected in the contract.
- viii. Ability to provide a sufficient payment and performance bond to the District for the installation and faithful performance of all measures included in the Contract.
- ix. Ability to provide Commercial General Liability Insurance and automobile Liability Insurance written for not less than the following limits of liability:

1. **Commercial General Liability Combined Single Limit**
 - \$2,000,000 General Liability policy
 - \$2,000,000 Product and Complete Operations
 - \$3,000,000 General Aggregate
 - Other than Products & Completed Operations
2. **Commercial Automobile Liability Combine Single Limit**
 - \$1,000,000 Each Occurrence

- x. Qualified Provider must comply with the local prevailing wage rates as established by the Missouri Department of Labor.

e. **Economic Impact**

Responses shall include the following

- i. A clear scope of work for a base project and possible future project phases.
- ii. Estimated Project cost (+ or – 10%) and potential savings for the base project and any options as well as possible future project phases.
- iii. Options to finance the base project and future project phases.

REQUIREMENTS

The formal proposal shall contain the following information:

1. Executive Summary
2. Experience, Track Record and Qualifications
3. Solution Development Approach
4. Implementation and Project Management Approach
5. Energy Conservation Measure Recommendations
6. Financial Approach
7. Economic Impact (Including costs, savings, and financing)
8. A signed copy of the "Proposal Submittal" document at the end of this RFP

SUBMITTING YOUR RESPONSE

Your proposal should follow the outline above and be concise. Failure to follow any of the instructions could nullify your proposal from consideration. Firms should submit one (1) original, two (2) copies and one (1) electronic copy on a flash drive of your proposal. Parties are requested to sign the proposal with ink, and, when in the name of a company, by some officer whose title is shown. Submissions should be sealed and packaged with clear identification to read as follows:

Fayette R-III School District
Request for Proposals for a
Guaranteed Energy Cost Savings Project
Jill Wiseman, Superintendent
Fayette R-III
705 Lucky Street, Fayette, MO 65248
Telephone: 660-248-2153

The deadline for submitting your response will be no later than 2:00pm on August 10, 2021. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic modification of proposals will not be considered.

RESERVATIONS

The District reserves the right to reject any and all proposals, waive informality and any technicalities or clerical errors in any proposal as the interest of these entities may require, and they will select the firm which, in their judgment, is best qualified and capable of providing the services required by the District.

All costs incurred for the preparation of any Proposal will be the sole responsibility of the submitter. All responses to this Request for Proposals become the property of the District and will be part of the public record.

CONTRACT NEGOTIATIONS

Any firm submitting a proposal acknowledges and agrees that the Board's selection of their firm shall in no way create a valid or binding contract between the firm and the District. Any firm submitting a proposal agrees, by submitting a proposal, that the contract terms enumerated below will be made part of the final contract between the firm and the District, and can only be modified by the District in its sole discretion. The submitting firm further agrees that it will make no attempt to change, delete or otherwise modify these contractual terms, and further agrees that any attempt to do so shall be grounds for the District to reject the firm's proposal or otherwise cease negotiations with the selected firm and select a different firm.

1. Hold Harmless.

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Fayette R-III School District, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Employees and Sub-Contractors of each and any of them from and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other

dispute resolution costs) arising out of or relating to Contractor's and Contractor's subcontractors' (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for a part of the services) performance under this Agreement, provided that any such claim, cost, loss, damage or expense is attributable to any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor, or of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services.

Contractor acknowledges and agrees that the Fayette R-III School District cannot and will not indemnify, hold harmless or otherwise defend Contractor from claims, costs, damages, losses and expenses, even to the extent that such claims, costs, damages, losses and expenses are the attributable to the District's own negligence.

2. Compliance with District Policies and Procedures

Contractor, its employees, agents, subcontractors and representatives shall comply with all Policies and Procedures of the District's Board of Education when providing services under this Agreement.

3. E-Verify

Prior to commencement of the Work, Contractor shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also provide the District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided herein.

4. Code Compliance

The Contractor will perform all services in accordance with all applicable codes identified by the city of Fayette, Howard County, and the State of Missouri, to the extent they have jurisdictional authority. It is the sole responsibility of the Contractor to ensure that these codes are applied and utilized during the design process. The respective code authority has the final authority to approve or disapprove the final designs, specifications and drawings.

5. General Provisions

a) Nothing in this Agreement shall be construed as reserving to the District any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Contractor. The entire control or direction of such business and operation shall be in and shall remain in Consultant, subject only to Contractor's performance of its obligations under this Agreement. Neither Contractor nor any person performing any duties engaged in any work on behalf of Contractor shall be deemed an employee or agent of the District.

- b) This Agreement and the construction and enforceability thereof shall be under the laws of the state of Missouri. The venue for any action or proceeding between the parties in connection with this Agreement shall be in the County of Howard, State of Missouri.
- c) All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of this Agreement or termination of the services of the Contractor.
- d) Article and paragraph headings are inserted for convenience only and do not constitute parts of this Agreement.
- e) When any period of time is referred to in this Agreement or the Attachments by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- f) The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of this Agreement. The provisions of this Paragraph will be as effective as if repeated specifically in this Agreement in connection with each particular duty, obligation, right, and remedy to which they apply.
- g) This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
- h) Neither party may assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- i) Nothing in this Agreement shall be construed to waive any immunity, sovereign or other, conferred upon the District by Missouri law or common law.
- j) This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by the District and Architect.

6. Warranty

Contractor hereby warrants that any Construction Documents, including necessary Drawings and Specifications, shall be free from defects or error, and that construction of the Project pursuant to the Construction Documents is viable, feasible, and otherwise constructible, taking into account the conditions of the site, the budget for the cost of the Work, all applicable federal, state, and local laws, and any other conditions to which the Project is subject. Contractor shall indemnify, defend, and hold harmless the District, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Insurers, Employees and Sub-Contractors of each and any of them

from and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to breach of this warranty by Contractor, of any subcontractor, or of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services.

7. Guarantee of Savings

Contractor hereby guarantees that the energy or operational cost savings, or both, realized by the District will meet or exceed the costs of the Project, adjusted for inflation, within fifteen years. The operational and energy cost savings shall be determined by the parties on an annual basis, and Contractor shall reimburse the District for any shortfall of guaranteed energy cost savings on an annual basis. Energy and operational cost savings will not be assumed, and instead will be based on annual performance of the energy cost savings measures implemented as part of the Project.

PROPOSAL SUBMITTAL

The undersigned agrees and understands that:

The District has the right to reject any and all proposals, to waive technicalities or other requirements for its benefits, and to accept the proposal as genuine.

The submitted proposal is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rule of any group, association, or corporation.

That there has been no attempt on their part to directly or indirectly induce or solicit any other vendor to submit a false or sham proposal.

That there has been no attempt on their part to solicit or induce any person, firm or corporation to refrain from submitting a proposal.

That by submitting a proposal, the contract terms enumerated in the RFP will be made part of the final contract between the firm and the District, and can only be modified by the District in its sole discretion. Further, that it will make no attempt to change, delete or otherwise modify these contractual terms, and agrees that any attempt to do so shall be grounds for the District to reject the submitted proposal or otherwise cease negotiations and select a different firm.

And that they have not sought by collusion or otherwise to obtain for themselves any advantage over any other bidder or over the District.

Signature _____

Print Name _____

Firm Name _____

Mailing Address _____

Phone (_____) _____

Email _____

Date _____