

# RAINS ISD INDEPENDENT SCHOOL DISTRICT

## REQUEST FOR QUALIFICATIONS

### TOTAL CAMPUS ENERGY OPTIMIZATION SERVICES

The intent of this Request for Qualifications (RFQ) is to solicit responses from Energy Service Companies (ESCOs). For the purposes of this RFQ, ESCO refers to any company that is qualified to provide a turnkey energy conservation program that includes all the services requested and meets the requirements of the Texas Energy Performance Contracting Guidelines. The response should be a complete proposal for an energy conservation project including total price for the project, four year financing, annual savings guarantee, and contract for the district to sign to begin installation. Proposals are limited to four year financing with an annual guarantee to equal the annual payment. Also describe their capabilities to install, monitor and guarantee savings of a large-scale, comprehensive building and energy improvement program. The Rains ISD ("Owner") intends to select an ESCO and to award a contract to perform cost effective total campus energy optimization retrofits. It is the intent of Owner to select the ESCO demonstrating the **best overall value** to the Owner, and to enter into an agreement to provide comprehensive energy efficiency and conservation services to Owner. **Proposals are due on or before 2:00 PM, June 1, 2017 at the address indicated within this document and marked according to the directions specified.**

Sealed responses shall be received no later than:

**June 1, 2017 @ 2:00 P.M., LOCAL TIME**

RETURN RESPONSE TO:

Name: Mr. Jeff Fisher  
Title: Assistant Superintendent  
Address: 1759 W. US Hwy 69  
City, ST Zip: Emory, Texas 75440

Please mark envelope:

**"TOTAL CAMPUS ENERGY OPTIMIZATION PROGRAM"**

Responses received after the deadline will not be considered.

Requests for clarification of any part of this solicitation must be in writing at least seven (7) business days prior to the due date. Such requests may be emailed to Mr. Jeff Fisher at [fisherj@rainsisd.org](mailto:fisherj@rainsisd.org). Answers will be provided to all known responders as a written addendum to the RFQ. It is the responder's responsibility to verify the issuance of Addenda in regard to this RFQ.

More information can be found at [www.rainsisd.org](http://www.rainsisd.org).

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## **A – OWNER SUPPLIED INFORMATION**

### **1. PURPOSE OF SOLICITATION**

The intent of this Request for Qualifications (RFQ) is to solicit responses from Energy Service Companies (ESCOs). For the purposes of this RFQ, ESCO refers to any company that is qualified to provide a turnkey energy conservation program that includes all the services requested and meets the requirements of the Texas Energy Performance Contracting Guidelines. The response should be a complete proposal for an energy conservation project including total price for the project, four year financing, annual savings guarantee, and contract for the district to sign to begin installation. Proposals are limited to four year financing with an annual guarantee to equal the annual payment. Describe ESCO's capabilities to install, monitor and guarantee savings of a large-scale, comprehensive building and energy improvement program. The Rains ISD ("Owner") intends to select an ESCO and to award a contract to perform cost effective total campus energy optimization retrofits. It is the intent of Owner to select the ESCO demonstrating the best overall value to the Owner, and to enter into an agreement to provide comprehensive energy efficiency and conservation services to Owner.

Rains ISD anticipates a major reduction in annual energy costs through the implementation of this building and energy conservation program. **As a result of this process, the contract must provide for monitoring and verification of energy savings to be achieved. Any savings other than energy savings using the rates and rate structure paid by Rains ISD will not be allowed.**

State law and Rains ISD require that the selected provider of the energy conservation measures guarantee the amount of savings to be realized by the school District under the contract. If the term of an energy savings performance contract exceeds one year, the school District's contractual obligations in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy cost savings, including electrical, and gas cost savings, divided by the number of years in the contract term. Contract term shall not exceed four (4) years.

#### **Contract Responsibility**

The selected ESCO will be required to assume total responsibility of the project. The selected ESCO will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

#### **Guaranteed Savings**

The selected ESCO shall guarantee the amount of savings that will be achieved as a result of implementing the energy savings measures in the performance contract. In the event that the actual energy savings achieved after installation do not meet the amount of savings guaranteed, the ESCO shall be obligated to reimburse the Owner for the difference. By state law, the guaranteed savings must be equal to or greater than the total costs of the performance contract.

#### **Required Insurance**

The selected ESCO shall procure and maintain in effect during the installation period of the agreement commercial general liability insurance in amount not less than \$1,000,000 for each occurrence and \$2,000,000 for the aggregate, automotive liability insurance in amount not less than \$1,000,000, and workers compensation insurance as required by State law. Evidence of required insurance shall be presented prior to contract execution. Insurance coverage shall not be canceled without prior written notification to Rains ISD.

**Taxes, Fees, Code Compliance, Licensing**

The ESCO shall be responsible for payment of any required taxes or fees associated with the execution of the performance contract. The ESCO shall be responsible for compliance with all applicable codes and Laws. All engineering, design, installation and construction work shall be done by contractors licensed in the State of Texas.

**Assignment**

The selected ESCO shall not sell, assign, transfer or convey this contract completely, or in part, without the prior written consent of the Superintendent. Any such assignment or transfer shall not release the ESCO from all contractual obligations

**2. Facilities**

Before submitting the response to the RFQ, the ESCO should perform an energy audit on the facilities of Rains ISD. There will be no reimbursement for this work.

The District reserves the right to delete any Rains ISD facilities at any time.

**3. SERVICES REQUESTED**

Owner requests the turnkey services of an energy service company (ESCO) with the capability to complete the following scope of work:

- 1. Installation / implementation of the approved projects
- 2. Commissioning of the installed systems
- 3. Performance management services

**4. PROJECT BUDGET:**

The Owner has budgeted **\$0.00** for the scope of work. Owner is expecting savings associated with the project to pay for all costs associated with this project.

**5. PRELIMINARY PROJECT SCHEDULE:**

|   |                  |
|---|------------------|
| Owner issues Request for Qualifications           | May 16, 2017     |
| Deadline to respond to Request For Qualifications | June 1, 2017     |
| Rains ISD approval of selected ESCO               | June 13, 2017    |
| Substantial completion of construction            | February 2, 2018 |

**6. Procurement Process**

**a. RFQ**

This Request for Qualifications (RFQ) requires the development and submittal for all responders a complete project with the final cost, guaranteed savings and the proposed project included in the proposal.

**b. Final Approval by Rains ISD Board**

The District Board of Trustees must award the contract and the authorized official must sign the contract before it becomes binding on the District or the selected ESCO(s). Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted. The District reserves the right to waive any formality or irregularity, to make awards to more than one ESCO, or to reject any or all responses.

**c. Perform Project**

If the project and contract are approved and executed, and funding has been secured, the ESCO may proceed with the project construction/installation.

**d. Independent Contractor**

It is expressly understood and agreed upon by both parties hereto that the District is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the District shall not be liable for any claims, which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract, and that the successful vendor has no authority to respond to the District.

**7. Instructions to ESCOs**

**a. Public Information**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

**b. Type of Contract**

Any contract resulting from this solicitation will be in the form that meets any and all requirements of the final financing options and/or statutory requirements related to project approval criteria.

**c. Clarifications and Interpretations**

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be included in an addendum and issued to each potential ESCO. It is the responsibility of all ESCOs to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due shall become a part of the RFQ, and ESCOs shall acknowledge receipt of and incorporate each addendum in its response. ESCOs shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposal. Please contact Mr. Jeff Fisher with clarification or questions of this document. **Any other contact to Rains ISD Administrative staff or with the Rains ISD School Board Members are reasons for disqualification.**

**d. Deadline**

The Owner will receive Proposal at the time described below.

June 1, 2017 @ 2:00 P.M., LOCAL TIME

Submit Three (3) identical copies of the Proposal to:

|                      |                                 |
|----------------------|---------------------------------|
| <b>Name:</b>         | <u>Mr. Jeff Fisher</u>          |
| <b>Title:</b>        | <u>Assistant Superintendent</u> |
| <b>Address:</b>      | <u>1759 W. US Hwy 69</u>        |
| <b>City, ST Zip:</b> | <u>Emory, Texas 75440</u>       |

Late received Proposal will be returned to the ESCO unopened.

**e. Delivery and Submission**

The Owner will not acknowledge or receive Proposal that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

Properly submitted Proposal will not be returned to ESCOs.

Proposal materials must be enclosed in a sealed envelope (box or container); the package must clearly identify the submittal deadline, the RFQ title, and the name and return address of the ESCO.

**f. Point of Contact**

The Owner is the following person as its representative and designates the Point-of-Contact for this RFQ to be the Assistant Superintendent. ESCOs shall restrict all contact with the Owner and direct all questions regarding this RFQ to the Point-of-Contact person.

**Name:** Mr. Jeff Fisher  
**Title:** Assistant Superintendent  
**Address:** 1759 W. US Hwy 69  
**City, ST Zip:** Emory, Texas 75440

**g. Evaluation of Proposal**

The evaluation of the Proposal shall be based on the requirements described in this RFQ. All properly submitted Proposal will be reviewed, evaluated, and ranked by the Owner.

**h. Owner's Reservation of Rights**

The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFQ and no such representation is intended or should be construed by the issuance of this RFQ. The Owner reserves the right to reject any and all Proposal and re-solicit for new Proposal, or to reject any and all proposals and temporarily or permanently abandon the Project. The Owner reserves the right to waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.

**i. Acceptance of Evaluation Methodology**

By submitting its Proposal in response to this RFQ, ESCO accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.

**j. No Reimbursement for Costs**

ESCO acknowledges and accepts that any costs incurred from the ESCO's participation in this RFQ shall be at the sole risk and responsibility of the ESCO.

## **B - ESCO'S SUBMITTAL**

### **1. General Instructions**

Proposal shall be prepared simply and economically, providing a straightforward, concise description of the price, proposed financing, guarantee terms and dollar amount, projected energy savings, the proposed project and the contract proposed.

ESCOs shall carefully read the information contained in this RFQ and submit a complete response to

all requirements and questions as directed. Incomplete Proposal will be considered non-responsive and subject to rejection. Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Proposal.

Proposal shall include the following information about the ESCO - location of headquarters, total number of employees, number of performance contracts in the last ten years, explanation of each lawsuit the ESCO has been involved with on a performance contract in the last ten years, number of years your firm has been in business under the current name, any other names your firm has done business under, and the name of your parent company including all of the information above for them.

Include current rates for each energy unit the ESCO will use to calculate savings for this project and explain how the ESCO will handle rate changes for the guarantee.

Explain how adverse actions by Rains ISD will impact the guarantee. For example, what is the impact on the guarantee if Rains ISD does not operate the system as recommended by the ESCO.

## **2. Format**

### **A. Page Size, Font Size, Binding, Dividers and Tabs**

Proposal shall be a MAXIMUM OF ONE HUNDRED (100) PRINTED PAGES. The cover, table of contents, and divider sheets do not count as printed pages. Submitting additional pages is reason for disqualification.

Proposal shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral or coil bindings.

Additional attachments shall NOT be included with the Proposal. Only the responses provided by the ESCO to the questions identified in this RFQ and in the oral interview will be used by the Owner for evaluation.

### **B. Table of Contents**

Submittals shall include a "Table of Contents" and give page numbers for each part of the Proposal.

### **C. Pagination**

Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

## APPENDIX A: OTHER FORMS

### Non-Collusive Affidavit- Construction Company

The undersigned Proposer by signing and executing this Proposal certifies and represents to Rains ISD that Proposer has not offered, conferred or agreed to confer to any pecuniary benefit as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this Proposal: the Proposer certifies and represents that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipients decision, opinion, recommendation, vote or other exercise of discretion concerning this Proposal: the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any offer, trustee, agent or employee of the District concerning this Proposal on the basis of any consideration not authorized by law: the Proposer certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this Proposal: the Proposer certifies and represents that Proposer has not violated any federal, state or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised their persons official discretion, power or duty with respect to this Proposal: the Proposer certifies and represents that it has not now and will not in the future offer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this Proposal, the submission of this proposal, the award of this Proposal or the performance, delivery of sale pursuant to this Proposal.

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

Signature of Company Official: \_\_\_\_\_

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

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

Note: Failure to complete and submit this form with your Proposal will result in disqualification of the Proposal



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity.

This questionnaire is being filed in accordance with Chapter 176 of The Local Government Code by a person doing business with the Governmental entity.

OFFICE USE ONLY

By Law, this questionnaire must be filed with the records administrator of the Local Entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

Date Received

A person commits an offense if the person violates Section 176.006, Local Government Code an offense under this section is a Class C misdemeanor.

1 Name of person doing business with local governmental entity

2 (The law requires that you file an updated completed questionnaire with the appropriate filing authority No later than September 2 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and no later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local governmental officer or the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government office and who appoints or employs a local government officer or the local governmental entity that is subject of this questionnaire.

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity.**

**Page 2**

**5** Name of local governmental officer with whom filer has affiliation or business relationship.

(Complete this section only if the answer to A, B, or C is YES)

This section, item 5 including subparts, A, B, C, & D must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

YES NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local Government officer named in this section AND the taxable income is not from the local government entity?

YES NO

C. Is the filer of the questionnaire affiliated with a corporate or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

YES NO

D. Describe each affiliation or business relationship?

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

Signature of person doing business with the governmental entity

Date

**B. FELONY CONVICTION/DEBARMENT NOTICE – ESCO**

State of Texas Legislative Senate Bill No.1 Section 44. 034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in conviction. The district must compensate the person or business entity for services performed before the termination of the contract. This notice is not required of a publicly-held corporation (Please CHECK APPROPRIATE BOX below and COMPLETE BOTH SIGNATURE BLOCKS)

Company’s Name: \_\_\_\_\_

Authorized Company Official’s Name (printed)\_\_\_\_\_

- My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- My firm is neither owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
*I hereby further certify that my company has not been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register Rules and Regulations.*

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

| 4<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---|---------------------------------------|--------------|
|                               |   | Controlling                           | Intermediary |
|                               |   |                                       |              |
|                               |   |                                       |              |
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|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**