

REQUEST FOR QUALIFICATIONS
GUARANTEED ENERGY SAVINGS CONTRACT

Introduction

The Southmoreland School District is requesting Qualifications of Providers to propose Energy Conservation Measures through a Guaranteed Energy Savings Contract.

Date issued: July 17, 2024

PART I. GENERAL INFORMATION

I-1. PURPOSE

The intent of this Request for Qualifications (RFQ) is to solicit qualification proposals from Energy Services Companies (ESCOs). The Southmoreland School District is requesting proposals from Energy Services Companies (ESCOs) for the implementation of Facility and Energy Efficiency Improvements on a Performance Contracting basis that is in accordance with Act 77 of 2004, Act 39 of 2010, the Guaranteed Energy Savings Act. For the purpose of this RFQ, "ESCO" refers to any company that is qualified to provide a turnkey energy conservation program. Responses to this RFQ shall describe the ESCO's capability to identify the need for, design, install, maintain, monitor, and arrange the financing of a large-scale, comprehensive energy conservation program. Southmoreland School District intends to select an ESCO and award contract(s) to perform cost-effective energy conservation retrofits.

This RFQ, with any addenda, contains the only instructions governing the proposals and material to be included therein; a description of the service to be provided; general evaluation criteria; and other proposal requirements.

I-2. ISSUING OFFICE. This RFQ is issued by the Southmoreland School District.

The Business Manager (see below) is the sole point of contact for this RFQ.

Pamela Mondock
mondockp@southmoreland.net
724-887-2003

I-3 PROJECT. The Southmoreland School District is interested in contracting for a full range of energy services and energy-related improvements ("energy conservation measures" or "ECMs"), financed through a guaranteed energy savings contract. The ECMs may include but are not limited to: an investment grade energy audit; the design, acquisition, installation, modification, maintenance and training in the operation of existing and new equipment, which will reduce energy consumption and related costs associated with the heating, ventilation and air conditioning system, lighting systems, wireless network, building envelope, the hot water systems, water consumption, sewage costs and other energy using devices; as well as for savings which would not reduce consumption per se but are aimed at cost savings, such as fuel switching, demand reductions, onsite generation, utility bill auditing, utility rate changes, distribution upgrades etc. The

Southmoreland School District is seeking firms to come up with competitive and creative ideas to improve efficiencies and lower costs in either a single-phased or multi-phased project contract approach in accordance with PA Act-39. Final ECMs may also include the training of facility staff with respect to routine maintenance and operation of all improvements. ECMs must result in a guaranteed minimum energy savings with the ESCO payments linked to actual documented energy and cost reductions. Any stipulated energy and/or operational cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the Southmoreland School District.

In accordance with law, the aggregate (of all phases) contract shall not exceed twenty (20) years in duration and must comply with applicable statutes, regulations, and procurement laws. The savings achieved by the ECMs must be sufficient to cover all project costs including annual maintenance and monitoring fees on an annual basis for the duration of the contract term. The contract must provide that the savings in any year are guaranteed to the extent necessary to make payments under the contract during that year.

I-4 DESCRIPTION OF THE PROCUREMENT PROCESS. It is anticipated that the process for the procurement of these energy services will proceed as follows:

1.) **SUBMISSION OF WRITTEN PROPOSALS.** ESCOs will be required to present their qualifications to the Southmoreland School District as specified in this RFQ. The Southmoreland School District will review and evaluate proposal submissions in accordance with the evaluation criterion specified in Part III of the RFQ.

2.) **SELECTION OF ESCO.** The Southmoreland School District will select the best qualified ESCO to negotiate a final contract scope, specific financing arrangements and terms, and the projected energy and cost savings, as well as special conditions offered by the company.

I-5 REJECTION OF PROPOSALS. Southmoreland School District reserves the right to reject at any time any and all proposals received, or to negotiate separately with any and all competing ESCOs.

I-6 INCURRING COSTS. The Southmoreland School District is not liable for any cost or expenses incurred by ESCOs in the preparation of their written responses or for attendance at any conferences and meetings related to this RFQ. Any cost or expense incurred by ESCOs in performing any analysis associated with this RFQ shall be borne by the ESCO.

I-7 ADDENDA TO THE RFQ. If it becomes necessary to revise any part of this RFQ, an addendum will be issued to all proposers who received the basic RFQ.

I-8 RESPONSE DATE. ESCO proposals must be received at the location designated below, no later than August 14, 2024 at 2:00 p.m. Proposals received after that time will not be considered. Late or incomplete proposals will not be accepted regardless of the reason.

Southmoreland School District
Attn: Pamela Mondock
Re: Proposal Response for Guaranteed Energy Savings Act
2351 Route 981
Alverton, PA 15612

I-9 CONFIDENTIALITY. To the extent allowed by law, proposals will be held in confidence by the Southmoreland School District.

I-10 RESTRICTION OF CONTACT. From the issue date of this RFQ until a determination is made regarding the final selection of the Project ESCO, all contacts with Southmoreland School District personnel (including Southmoreland School District Board Members) concerning this RFQ, must be made through the Business Manager's Office.

I-11 PROPOSALS. To be considered, proposals must be a complete response to the RFQ. Proposals are to be straightforward, concise presentations without extraneous material. Font size may be no smaller than 10 point.

I-12 PAYMENT AND PERFORMANCE BOND. The successful ESCO shall be required to provide payment and performance bonds in the amount of 100% of the total final contract amount.

I-13 PRIME CONTRACTOR ACCOUNTABILITY: The ESCO who is selected as the project contractor under this RFQ will be considered the prime contractor. The ESCO will be required to assume full responsibility for delivery of all services for each facility under the final contract. Further, the selected ESCO will be the sole point of contact concerning all contractual matters for the duration of the contract term.

PART II. PROPOSED RFQ SCHEDULE

Issue Request for Qualifications (RFQ):	07/17/2024
Receipt of Qualification Proposals:	08/14/2024
Anticipated Selection of ESCO:	08/21/2024

PART III. EVALUATION CRITERIA

Evaluation of Proposals: Applications will be evaluated based on the completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals, client references and responses of the short listed ESCOs during final selection interviews, as appropriate. The criteria have been weighted using the letters A & B as indicators: A=Most Significant; B=Significant.

Experience

- A. Qualifications and experience of ESCO's personnel with implementing guaranteed energy savings contracts.
- A. Quality and completeness of documentation of achieved energy savings from previous projects.
- B. Reliability of equipment performance on past projects.

Project Management

- A. Clear assignment of responsibility for various project tasks to specific individuals.
- A. Ability to effectively manage project construction and complete the project on schedule.
- A. Quality of measurement and verification services on past projects.
- B. Clarity, organization and level of detail in written proposal.
- B. Quality of communication skills of the ESCO's representatives at the oral interview.

Technical Approach

- A. Quality of sample technical proposal, including comprehensiveness of analysis.
- A. Quality of the sample proposal technical energy audit.
- A. Quality of energy calculations.
- A. Demonstrated in-house ability to perform engineering services.
- A. Quality of approach to savings calculations and measurement.
- A. Quality of approach to project commissioning.
- B. Quality of proposed training for facility staff.
- B. Quality of sample design documentation for installed ECMs.

Financial

- B. Demonstrated in-house ability to provide or arrange project financing.

Part IV-1. SCOPE OF SERVICES--TECHNICAL REQUIREMENTS, DESIGN PHASE

Once the ESCO is selected, it will be required to provide the following:

- A. All energy audits, feasibility studies, engineering, design, plans and specifications shall be prepared, reviewed and approved by Professional Engineers licensed in the Commonwealth of Pennsylvania.
- B. The Southmoreland School District reserves the right of final approval of any selected equipment or modifications proposed. Only prior reviewed and approved equipment and modifications will be permitted. Review and approval shall be conducted by the Southmoreland School District in a timely manner.
- C. The ESCO will be required to work with current building management and maintenance personnel, as well as any architect or general contractor selected by Southmoreland School

District. No equipment shall be installed that will require the hiring of additional personnel by the Southmoreland School District unless contract negotiations produce an explicit exemption from this rule for a specific installation.

D. ESCO must provide two (2) complete sets of reproducible "as built" and record drawings of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals to be submitted within 30 days of the completed installation.

E. The ESCO shall be responsible for the proper removal offsite of all packaging materials and all replaced or demolished materials or equipment.

PART IV-2 CONTRACTUAL PROVISIONS:

A. The contents of the ESCO's final technical proposal shall become part of the final contract.

B. The Southmoreland School District reserves the right of final approval over the scope of work and all end-use conditions. Only prior reviewed and approved equipment and modifications will be permitted by Southmoreland School District.

C. The ESCO must carry the level of insurance required by the Southmoreland School District for both the construction and operations phases.

D. All drawings, reports and materials prepared by the ESCO in performance of the contract shall become the property of the Southmoreland School District and shall be delivered to them as needed or within thirty (30) days after construction is completed and accepted by the Southmoreland School District that the project is fully installed and operating.

E. The ESCO must secure all necessary licenses and permits and comply with all federal and state laws with respect to this project. All work completed under this contract must be in compliance with all building codes and appropriate accreditation, certification and licensing standards. All drawings will be stamped by a Pennsylvania licensed engineer.

F. The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by the Southmoreland School District that the project is fully installed and operating.

G. ESCOs will be required to guarantee energy and cost savings on an annual basis. Annual reconciliation of the achieved savings will be required.

PART V. INFORMATION REQUIRED FROM PROPOSERS

Each ESCO shall submit the following information, in **five (5)** bound copies, with responses to each item numbered accordingly. Each ESCO is required to fully answer all questions in each category listed below. Provide your responses on 8 ½ " x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 10 point. All pages in your response should be numbered sequentially. ESCOs must also include a table of contents which indicates the section and page numbers corresponding to the information.

Section 1 ESCO Qualifications Form

All questions must be addressed by the ESCO in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the Southmoreland School District as grounds to find the ESCO ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name _____
Business Address _____
School District _____
State _____
County _____
Zip Code _____

2. Names and Titles of Two Contact People

1) _____ Phone (_____) _____
2) _____ Phone (_____) _____

3. Date Prepared: _____

4. Type of Firm: __ Corporation __ Partnership __ Sole Ownership __ Joint Venture

5. Federal Employer Identification Number _____

6. Year Firm was Established _____

7. Name and Address of Parent Company, if applicable

9. Former Firm Name(s), if applicable _____

10. CORPORATE BACKGROUND/HISTORICAL DATA

a. How many years has your firm been in business under its present business name?
Years _____

b. Indicate all other names by which your organization has been known and the length of time known by each name. _____

c. How many years has your firm developed, installed and guaranteed energy conservation projects? Years _____

d. Certify that your company does not owe the Commonwealth any taxes.

e. Certify that your company is not currently under suspension or debarment by the Commonwealth, or the federal government.

f. Identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation.

- g. Indicate whether your firm is currently qualified by the Commonwealth of Pennsylvania's Department General Services to implement guaranteed energy savings contracts with state agencies and provide documentation to this fact. This is a requirement for your consideration on this project.

Section 2 Executive Summary

Please provide a summary of the scope of services that your firm plans to provide should you be selected as the ESCO for this project.

Section 3 Corporate Overview

Provide a comprehensive corporate overview describing the energy services provided by your firm. Please highlight any specific data that uniquely qualifies you as it relates to this project.

Additionally, please include the following:

- a. Provide a copy of your firm's most recent financial statements. Provide a Balance Sheet and Cash Flow statement not more than fifteen (15) months old.
- b. Please provide the name, address, and the telephone number of the firm that prepared the Financial Statements.
- c. Please enclose banking references including financial institution, address, contact person, telephone number, and specific information on your firm's credit that may be used to fund construction projects.
- d. Enclose bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability.
- e. Briefly describe the relevant experience, qualifications and educational background for each individual team member assigned to this project including the information listed below.

Name of Project Team Member:

Current Job Title:

Job responsibilities:

Number of years with ESCO:

Primary Office Location:

Employment History

Company Name:

Primary job responsibilities:

Educational Background:

List all academic degrees, certifications, professional affiliations, relevant publications and technical training.

List all energy performance contracting projects this individual has been involved with during past 5 years.

Describe the specific role and responsibilities this individual had for each listed project.

Describe any other relevant technical experience.

Indicate the total years of relevant energy related experience for this individual.

- f. Submit an organizational chart that clearly identifies the roles and relationships of all key team members as it relates to our project.

Section 3 Guaranteed Energy Savings Project History and Client References Include at least three (3) projects **currently in repayment and under contract with your firm where your firm holds the savings guarantee**. For each of these projects, provide the following data:

- a. Customer name and address
- b. Customer contact name and phone number
- c. Project size and value
- d. Contract terms (length of guarantee)
- e. Guarantee start date
- f. List of improvements
- g. Technical design personnel from your firm used in project development

Section 4 Technical Proposal (All items to arrive along with your firm's five (5) bound copies of your submission).

- a. Provide one copy of a final investment grade audit "IGA" delivered to another client.
- b. Provide a project implementation plan for this project.
- c. Provide one copy of a sample final design specification for an installed measure (e.g. HVAC, controls, etc.).
- d. Provide one copy of a sample Operations and Maintenance Manual developed by your firm.
- e. Provide one copy of a sample Commissioning Plan from a project implemented by your firm.

Section 5 Project Financing

- a. Describe your firm's preferred approach to providing or arranging financing for this project.
- b. Please describe how your firm assists in facilitating financing and provide a detailed analysis of financing options prepared by your firm for a similar project.

Section 6 Energy Baseline & Cost Savings

- a. Describe in detail the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.
- b. Please detail procedures, formulas and methodologies including any special metering or equipment, your firm has or will use to measure and calculate energy savings for this project.
- c. Provide one copy of a Customer Savings Report prepared by your firm from completed performance contracting project currently in repayment. (This may be

under a separate cover).

Section 7 Sample Contract Documents

Provide a complete set of sample contract documents that may need to be executed as part of this agreement.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Commonwealth of Pennsylvania of _____

County of _____

_____, being first duly sworn,
deposes and says that:

(1) He/She _____ is

(Owner, Partner, Officer, Representative or Agent)

of _____, the

Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ School District or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the _____ School District, which the Bidder will be required to perform.

I state that _____ understands (Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the _____ School District in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the _____ School District of the true facts relating to the submission of bids for this Contract.

____ (Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF

_____, 20____

_____ My Commission Expires: Notary Public

**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS TO THE _____
SCHOOL DISTRICT**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the _____ School District (the "School District"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the School District, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the School District has been established. In addition to any other rights or remedies available to the School District at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the School District, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the School District's satisfaction within a reasonable time frame specified by the School District in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of Provider

By: _____
Authorized Signatory

Title: _____
President or Vice
President

Attest: _____

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

APPENDIX A

PROPERTY LIST

BUILDING	ADDRESS	CONSTR.	SQ. FT.	BUILT