

SHAMOKIN AREA SCHOOL DISTRICT REQUEST FOR PROPOSAL GUARANTEED ENERGY SAVINGS CONTRACT

The Shamokin Area School District (SASD) is requesting Energy Service Companies (ESCOs) to propose Energy Conservation and Savings Measures through a Guaranteed Energy Savings Contract.

Date Issued: Wednesday, March 31, 2021

Deadline for submission: Tuesday, April 20, 2021 (11:00 a.m. EST) Sealed Proposals will be received at:

Shamokin Area School District
Attn: Karen Colangelo, Business Manager
2000 West State Street
Coal Township, PA 17866

Authorized Point of Contact for questions and clarifications:

Shamokin Area School District
Attn: Dave Petrovich, Buildings and Grounds Supervisor
2000 West State Street
Coal Township, PA 17866
570-339-7133
dpetrovich@indians.k12.pa.us

PART I GENERAL INFORMATION

1.1 PURPOSE

This Request for Proposal (RFP) contains the information and requirements for interested Energy Service Companies (ESCOs) to prepare and submit to the Shamokin Area School District (SASD) professional qualifications for a guaranteed energy savings contract. Shamokin Area School District (SASD) intends to select only one (1) ESCO for the implementation of work, or phases of work, in accordance with the guaranteed energy savings contract requirements of Title 62 Procurement, Part II General Procurement Provisions, Chapter 37, Contract Clauses and Preference Provisions, Subchapter E, Guaranteed Energy Savings Contracts, Act 57 of 1998, 62 Pa. C.S. §3751-3757 as amended by Act 77 of 2004, 62 Pa. C.S. §3752-3758, Act 39 of 2010, and Act 163 of 2016 for the following sites:

- Shamokin Area Elementary and Intermediate School
- Shamokin Area Middle and High School

No plans or formal engineering specifications shall be issued as part of this solicitation. This RFP, with any amendments, 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. Shamokin Area School District reserves the right to terminate this project prior to the selection of a qualified ESCO as well as reject any and all qualifications submitted.

SASD reserves the right to negotiate the final scope and pricing with the selected ESCO. Any substitutions to the above requirements must be approved by SASD.

SASD requires a minimum scope at each of the buildings stated above:

HVAC Upgrades
Bipolar Ionization

Exterior LED Lighting Upgrades (Option for District to supply fixtures)

- All Facilities including exterior lighting

SASD's goal is to develop a long-term relationship with a qualified ESCO, so that the ESCO may perform SASD's guaranteed energy savings projects as needed throughout the course of the statutory contract term. This relationship and any subsequent projects during the contract term will remain subject to the best interests of SASD.

1.2 ISSUING OFFICE

This RFP is issued by the Shamokin Area School District and shall be administered by the Administration Office with Dave Petrovich as the sole point of contact. All questions and requests for clarifications should be made no later than close of business on Monday, April 19, 2021 and directed to Dave Petrovich via the following contact information:

Dave Petrovich
Buildings and Grounds Supervisor
2000 West State Street
Coal Township, PA 17866
570-339-7133
dpetrovich@indians.k12.pa.us

1.3 PROJECT

The Shamokin Area School District is interested in contracting for energy-related improvements ("energy conservation measures" or "ECMs"), financed through a guaranteed energy savings contract. The ECMs may include but are not limited to: 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 District facilities. 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 Shamokin Area School District. Lifecycle costs for replacing HVAC equipment are acceptable per the Commonwealth's Act 163-2016 guidelines and will be thoroughly reviewed by SASD.

In accordance with Act 163-2013, no contract shall exceed twenty (20) years in duration and must comply with applicable statutes, regulations, and procurement laws. 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.

1.4 DESCRIPTION OF THE PROCUREMENT PROCESS

It is anticipated that the process for the procurement of these energy services will proceed as follows:

- a. **SUBMISSION OF WRITTEN PROPOSALS.** ESCOs will be required to present their qualifications to the SASD as specified in this RFP. SASD will review and evaluate proposal submissions in accordance with the evaluation criterion specified in Part III of the RFP.
- b. **SELECTION OF ESCO.** SASD will select the ESCO it deems to be the best qualified and which will provide the best value for SASD. SASD reserves the right to negotiate the final contract scope and pricing with the selected ESCO.
- c. **ANTICIPATED TIMELINE.** The following is the published timeline which the SASD intends to adhere to:

| | |
|--|---------------------------------|
| Issuance of RFP | March 31, 2021 |
| Last Day for Submittal of Formal Questions | April 19, 2021 |
| Proposals Due | April 20, 2021 (11:00 a.m. EST) |
| Targeted Selection of ESCO | May 2021 |
| Targeted Start of Construction | TBD (prefer summer months) |

1.5 REJECTION OF PROPOSALS

SASD reserves the right to reject at any time any and all proposals received.

1.6 INCURRING COSTS

SASD 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 RFP.

1.7 AMENDMENT TO THE RFP

If it becomes necessary to revise any part of this RFP, an amendment will be issued to all proposers.

1.8 RESPONSE DATE

Proposals must be delivered to the location designated below, no later than 11:00 a.m. EST Tuesday, April 20, 2021

Proposals should be submitted in a sealed container and marked 'Energy Services Project'. Proposals delivered after that time will not be considered. Late or incomplete proposals will not be accepted regardless of the reason.

Karen Colangelo, Business Manager
2000 West State Street
Coal Township, PA 17866
570-648-5752 ext. 4114
kcolangelo@indians.k12.pa.us

1.9 CONFIDENTIALITY

To the extent allowed by law, proposals will be held in confidence by the Shamokin Area School District.

1.10 RESTRICTION OF CONTACT

From the issue date of this RFP until a determination has been made regarding the final selection of the ESCO, all contact with district personnel pertaining to this RFP, should be limited to the Dave Petrovich, Buildings and Grounds Supervisor. Failure to observe this request may result in a respondent's disqualification.

1.11 PROPOSALS

To be considered, proposals must be a complete response to the RFP. Proposals are to be straightforward, concise presentations without extraneous material. Font face must be Calibri and the font size must be no smaller than 12 point.

1.12 PAYMENT AND PERFORMANCE BOND.

The successful ESCO shall be required to provide payment and performance bonds in the amount of 100% of the total cost for project implementation; engineering, procurement and construction.

1.13 PRIME CONTRACTOR ACCOUNTABILITY

The ESCO who is selected as the project contractor under this RFP 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.

1.14 SITE VISITS

Respondents are not required to conduct a site visit as part of this solicitation, but are encouraged to do so. Arrangements for a site visit can be made by contacting

Dave Petrovich

2000 West State Street

Coal Township, PA 17866

570-339-7133

dpetrovich@indians.k12.pa.us

PART 2 FEDERAL GRANT TERMS AND CONDITIONS

Federal funds are being used to pay for all or part of this purchase. Any supplier receiving these funds as full or partial payment for goods or services must be able to comply with the following federal terms and conditions.

These terms and conditions are dictated by the funding agency. The District must comply by insuring that the supplier selected understands and can abide by the funding agency requirements. The District cannot deviate from or alter the terms and conditions required by the funding agency. The Supplier agrees, with respect to the award (purchase order, contract, or subcontract), to be bound by the following applicable Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200): The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards incorporated by reference, with the same force and effect, as if they were given in full text. The full text of the appendices may be accessed electronically at:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Equal Employment Opportunity

Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Byrd Anti-Lobbying Amendment (31 U.S.C. 135)

Debarment and Suspension (E.O.s 1259 and 12689)

Procurement of Recovered Materials pursuant to 2 C.F.R. § 200.322

Davis-Bacon Act: As amended (40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The contracts must also include a provision for compliance Revised March 2018 73 with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contract Work Hours and Safety Standards Act Clause. (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers, supplier must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5)

Supplier agrees and acknowledges that, to the best of the best of the supplier's knowledge after due inquiry, there exists no actual or potential conflict of interest between a District employee, or his or her immediate family member or partner, and Supplier.

Supplier agrees and acknowledges that the amounts to be paid by District for the goods or services under this agreement will include a reasonable allowance for profit.

PART 3 EVALUATION CRITERIA

Evaluation of Proposals: Applications will be evaluated based on PART 6 RESPONDENT SUBMITTAL INFORMATION section below.

PART 4 SCOPE OF SERVICES – TECHNICAL REQUIREMENTS, DESIGN PHASE

- A. As part of this RFP, the selected ESCO will be required to provide the following: all feasibility studies, engineering, design, plans and specifications.
- B. SASD 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 SASD in a timely manner.
- C. The ESCO will be required to work with current SASD building management and maintenance personnel, to coordinate construction and provide appropriate training in the operation of all retrofits.
- 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.

PART 5 CONTRACTUAL PROVISIONS

- A. SASD reserves the right of final approval over the scope of work and all end-use conditions.
- B. SASD reserves its right to implement the work in a single phase of work, multiple phases of work, or not at all.
- C. The contents of the ESCO's final technical proposal shall become part of the final contract.
- D. All construction documentation defined as "as built" in Part 3 Item D of this document shall become the property of the SASD.
- 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. ESCOs will be required to guarantee energy and cost savings on an annual basis. Annual reconciliation of the achieved savings will be required.
- G. ESCOs will comply strictly with state and federal procurement laws and regulations.
- H. The District discloses the existence of a current GESA contract for certain guaranteed energy savings services. A copy of the contract is attached hereto. The ESCO shall ensure that the services and work performed pursuant the contract sought by this request for proposals shall not interfere with the existing GESA contract.

PART 6 RESPONDENT SUBMITTAL INFORMATION

Each ESCO shall submit the following information, in six (6) 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 face must be Calibri and the font size must be no smaller than 12 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 included.

An appendix or supplemental section can be used to include pertinent supporting documentation.

Section 1 Executive Summary

(One (1) 8.5x11 single sided pages maximum)

Provide an Executive Summary and answer the questions:

“What is the immediate value of working with the Firm for the implementation of a guaranteed energy service project?

What is the value the Firm will bring to SASD as a long-term partner dedicated to the ongoing success of the program?”

Section 2 Personnel Qualifications

(Eleven (11) 8.5x11 single sided pages maximum)

- a. Submit an organizational chart that clearly identifies the roles and relationships of all key team members as it relates to this project. (One (1) page maximum, 8.5x11)
- b. Briefly describe the relevant experience, qualifications and educational background for each individual team member assigned to this project including the information listed below. (Ten (10) single sided 8.5x11 pages maximum)

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 in which this individual has been involved.

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.

Section 3 Technical Approach

(Twenty (20) 8.5x11 single sided pages maximum)

- a. Describe the total scope of work, manufactures used, and subcontractors for this project.
- b. Describe the Measurement and Verification methodology to which the Firm prescribes. Describe the Firm's approach to ongoing Measurement and Verification during the guarantee period.
- c. Describe the training provisions provided by the Firm. Indicate if the Firm has dedicated training facilities and how it maintains high level of customer capabilities during the guarantee period. Provide your firm's training directory (this may be included under separate cover.)
- d. Describe the Firm's in-house capabilities to provide operational service, support and ongoing maintenance of multiple systems and technologies within a customer's facility. Provide an example of an integrated service approach that includes these services with ongoing Measurement and Verification services.

Section 4 Project Finance

(Five (5) single sided 8.5x11 pages maximum)

- a. Proposed Project Costs by Building and ECM
- b. Proposed Project Savings by Building and ECM
- c. Proposed Cash Flow

For project cash flows, use 5% financing costs and 3% annual escalation for all utility rates. Clearly identify the source and value of any operational savings. Clearly identify the source and value of any capital cost avoidance.

Section 5 Sample Contract Documents

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