

REQUEST FOR PROPOSAL NOTICE ISSUED:

5-20-2009

COUNTY OF JEFFERSON, MISSOURI

Department of Administrative Services
729 Maple Street
PO Box 100
Hillsboro, MO 63050
www.jeffcomo.org
636-797-5380

SPECIFICATION CONTACT

STEVE STOLL
Director of Administration
636-797-6487

REQUEST FOR PROPOSAL/QUALIFICATIONS

GUARANTEED ENERGY COST SAVINGS CONTRACT

PROPOSALS SHALL BE ACCEPTED UNTIL:

TUESDAY, JUNE 16, 2009, at 2:00 p.m. local time.

Thereafter, proposals shall be opened in the County Council Assembly Room.

THREE (3) COMPLETE COPIES OF SEALED PROPOSALS MUST BE DELIVERED TO:

**Office of the Clerk of Jefferson County
Wes Wagner (636) 797-5478
County of Jefferson, Missouri
729 Maple Street
Hillsboro, MO 63050**

The outside of the envelope must contain the vendor's name, address and the following language:

SEALED PROPOSAL/QUALIFICATION FOR:

GUARANTEED ENERGY COST SAVINGS CONTRACT

**SUBMITTED PROPOSALS/QUALIFICATIONS ARE SUBJECT TO THE TERMS AND
CONDITIONS OF THIS PROPOSAL AND SPECIFICATIONS.**

**The Agreement/Contract term is from:
06-25-2009 through 06-24-2010.**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Company Name

Authorized Agent (Print)

Address

Signature

City/State/Zip Code

Title

Telephone #

Date

Tax ID #

E-mail

Fax #

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PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit PROPOSAL form in triplicate (three copies) with specification pages, if applicable. No facsimile PROPOSALS shall be accepted and shall be rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best PROPOSALS or award may be made to the lowest and best PROPOSAL total, whichever is in the best interest of the County. County may reject any or all PROPOSALS for any reason and may waive any informality. PROPOSALS submitted from a Missouri State Contract shall include a copy of the State Contract with the PROPOSAL.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Council by Ordinance, and approved by the County Counselor, as to legal form and is subject to the Resolutions and Orders of the County of Jefferson, Missouri, and State and Federal Law. If no Proposal or Proposals have been awarded by the County Council within thirty (30) days following the opening of the Proposal then all Proposals will be deemed Rejected.

C. PROPOSAL PREPARATION:

1. VENDORS are responsible for examination of drawings, specifications, schedules and instructions.
2. Each VENDOR shall furnish the information required by the invitation. The VENDOR shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate PROPOSALS for supplies or services other than specified shall not be considered unless authorized by invitation.
4. VENDOR shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

PROPOSALS may be modified or withdrawn prior to the exact hour and date specified for receipt of PROPOSALS, provided the modification or withdrawal is in writing and is delivered in the same manner as a PROPOSAL submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his PROPOSAL or PROPOSAL modification on or before the date and time of the PROPOSAL closing to the Office of the Clerk of Jefferson County. PROPOSALS received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

VENDORS must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of PROPOSAL and delivery time. It is the responsibility of the VENDOR to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, VENDORS must submit complete specifications on all alternate PROPOSALS with the PROPOSAL form. Alternate PROPOSALS without complete specifications may be rejected. Alternate PROPOSALS and exceptions to PROPOSAL clauses must be clearly noted on the PROPOSAL form. The County may accept or reject alternate PROPOSALS; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the PROPOSAL Invitation, PROPOSAL Specifications, PROPOSAL Form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to PROPOSAL specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of

PROPOSAL forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at its own expense, such insurance as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.

A. (XX) Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (XX) Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (XX) Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. BUY AMERICAN

It is anticipated that this project may be funded in part by funds received by Jefferson County through the American Recovery and Reinvestment Act of 2009., Pub. L. 111-5. If these funds are utilized, all requirements of that Act, including "Buy American" provisions must be followed. See Section 1605 of the American Recovery and Reinvestment Act of 2009. Pub. L. 111-5.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The VENDOR, by executing the PROPOSAL form certifies that:

1. The PROPOSAL complies with Request for Proposal, Form and PROPOSAL Specifications.
2. The VENDOR is not debarred or suspended from participation in Federal Assistance programs.
3. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected.

B. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the PROPOSAL shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the VENDOR to induce any other person or firm to submit or not to submit a PROPOSAL.

C. PRICE:

The price(s) specified in this PROPOSAL shall be firm and not subject to contingency or reservation. The VENDOR represents prices specified in the PROPOSAL do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the VENDOR'S most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **PROPOSAL prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

D. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

VENDOR represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. VENDOR shall include proof of compliance with the Act with the PROPOSAL.

E. DEFINITIONS:

1. The term "County" means the County of Jefferson, Missouri and its designated representatives.
2. The term "Supplier" means Vendor, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.

F. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

G. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

H. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. Price is tax-exempt.

I. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

J. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the PROPOSAL specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause.

K. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

L. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

M. CHOICE OF LAW:

This PROPOSAL and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

N. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.

3. Default: County may terminate the whole Contract or any part in either of the following circumstances:

- a. If supplier fails to deliver the items required by the contract within the time specified; or
- b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

O. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the PROPOSAL form.

P. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

Q. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

R. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

S. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

T. APPROVAL:

It is agreed the acceptance of a PROPOSAL shall not be valid and binding upon the County until approved by the County Council, County Counselor, as to legal form and the County Auditor provides certification of an unencumbered balance sufficient to pay the PROPOSAL/Contract price.

U. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [] Corporation.

Incorporated in the State of _____.

V. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. Certification must be signed and dated for contract to be in effect.

W. PROPOSAL TABULATIONS: Are not available for 5 to 7 working days following the PROPOSAL Opening.

PROPOSAL submissions are open for public review at the time of the PROPOSAL Opening. PROPOSAL tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of PROPOSAL tabulations are sent to vendors.

JEFFERSON COUNTY, POSTS ALL "INVITATION FOR BIDS" AND "REQUEST FOR PROPOSALS" ON THE COUNTY WEB SITE.

Go To www.jeffcomo.org.

"IFB's" and "RFP's" CAN BE DOWNLOADED BY CLICKING ON "INVITATION FOR BIDS".

**SPECIFICATION
CONTACT PERSON**

**VICKIE PRATT
CONTRACTS AND GRANT MANAGER
636-797-5380**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, NW, Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

AFFIDAVIT
(as required by Section 285.530, Revised Statutes of Missouri)

STATE OF _____)
) ss
COUNTY OF _____)

BEFORE ME, the undersigned Notary Public, _____

personally appeared who is _____ (Title) of _____

_____ (Company Name), and after being sworn did depose and say:

1. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and Jefferson County, Missouri for the _____ Project.
2. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

The terms used in this affidavit shall have meaning set for in Section 285.525 RSMo, Et seq.

Signature (Person with Authority)

Printed Name

Title

Date

Subscribed and sworn to before me this _____ day of _____, 2009

My Commission Expires: _____

Signature of Notary

Date

REQUEST FOR PROPOSAL/QUALIFICATIONS FOR PERFORMANCE CONTRACTING SERVICES

**Jefferson County
729 Maple Street
Hillsboro, MO 63050**

PHONE: 636-797-6487 FAX: 636-797-5067

INTRODUCTION AND BACKGROUND

The objective of this Request for Proposal/Qualifications is to solicit proposals for Guaranteed Energy Cost Savings Contract to assist the owner to become as operationally efficient as possible by analyzing facility disposal and or investment options, space utilization, energy efficiency measures, optimize building operations and on-going maintenance of equipment. The owner wishes to implement a Performance Contracting program on a performance based energy savings contract basis. (See State of Missouri Energy Savings Contracts for Governmental Units – RSMO 8.231).

Under this solicitation, it is expected that only one energy service company (ESCO) will be selected to perform work for the owner. The owner will consider Performance Contracting service proposals based on a guaranteed savings agreement. Missouri Law requires an executor clause under which payments by the owner are subject to annual appropriations.

It is currently planned that the owner will purchase or lease purchase, finance, and own any new equipment installed as a result of the project. Proposals are expected to include the services in connection with such arrangements. However, it is expected that and/or guarantees provided by the ESCO selected pursuant to this RFP/RFQ will fully or partially offset the acquisition costs involved for the owner. Proposers should clearly describe the proposed services associated with the procurement and installation of the net equipment. The owner may elect to independently finance the Project and not use financing proposed by the successful proposer.

Jefferson County Representative

Stephen Stoll
Director of Administration
729 Maple St. PO Box 100
Hillsboro, MO 63050-0100
636-797-6487

PROCEDURES

1. REQUIRED PROPOSAL/QUALIFICATION SUBMITTALS

- 1.1 Interested parties are to respond with sealed Proposal/Qualifications (original and two copies) for a Performance Contracting services contract for operational expenditure improvements for Jefferson County. Proposers are required to return the response and attached proposal sheets (original and three copies) signed by an authorized representative or officer of the proposing organization and must be returned by June 16, 2009 2:00pm.
- 1.2 Proposals are to be prepared simply, providing a straight forward, concise description of the organization's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content. Repetitions of the terms and conditions of this proposal request, without additional explanation, will not be considered sufficiently responsive. Your proposal document should respond completely to the requirements indicated in this request.
- 1.3 Proposals will be publicly opened by Jefferson County on June 16, 2009 at 2:00pm. Proposals received after the time and date specified, will not be considered and will be returned unopened.
- 1.4 No proposals will be considered which are not submitted with all the appropriate forms attached and signed by a proper official of the supplier and submitted in a container marked "RFP/RFQ for Guaranteed Energy Cost Savings Contract", No Mailed, Telegraph, telephone, or fax proposals will be accepted.
- 1.5 Proposals information will be publicly available after the proposal opening.
- 1.6 All submissions become the property of the Owner and will not be returned to the proposer.

2. PREPARATIONS OF PROPOSALS

- 2.1 Proposers are expected to examine any drawings, charts, specifications, requirements, schedules, and instructions included in the proposal package. Failure to do so will be at proposer's risk.
- 2.3 Receipt of amendments/addendum by proposer must be acknowledged by the time of the Proposal/Qualifications opening. Addendums received prior to Proposal/Qualifications submittal should be acknowledged in the appropriated space on the proposal document. Addendums received after the Proposal/Qualifications submittal should be acknowledged by letter.
- 2.4 Signed Proposal/Qualifications sheets and all proposal price sheets which you have offered pricing must be returned for your proposal to be considered.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A response to Proposal/Qualifications that is in the possession of Jefferson County may be altered by letter bearing the signature or name of the person authorized for offering, providing it is received prior to the time of date and opening. A letter should not reveal the proposal price but should indicate the addition, subtraction, or other change in the proposal.
- 3.2 A response to Proposal/Qualifications that is in the possession of Jefferson County may be withdrawn by the proposer in person or by written request up to the time of the Proposal/Qualifications opening. Responses to Proposal/Qualifications may not be withdrawn after the opening.

4. CONTRACT PERIOD

4.1 Contract period shall commence upon Council approval of a contract with the successful proposal or subsequent contract may, with the mutual approval of the contractor and the Owner be extended as necessary.

5. EXTENSION

5.1 The proposer and the Owner covenant and agree that this proposal or subsequent contract may, with the mutual approval of the contractor and the Owner be extended as necessary.

6. VENDOR REPRESENTATIVE

6.1 Successful proposers shall appoint, by name, a company representative who shall be responsible for servicing the contract from the award of this RFP/RFQ. The appointed representative shall be responsible for functions as necessary to insure that the contract will be maintained in a professional manner.

7. FEES

7.1 Fees presented in Attachment A are to be firm from the effective date of the contract.

7.2 Any fees which would be required will be paid by the owner upon satisfactory completion of phases of the contract by the successful contractor with the submission of a signed claim voucher and invoice in duplicate to the address shown in the contract subject to customary owner review and approval.

8. INTERPRETATIONS

8.1 No oral interpretations will be made for proposers as to the meaning of the RFP/RFQ. Request for interpretations to the meaning of the RFP/RFQ must also be made in writing to Jefferson County not later than June 12, 2009 and failure on the part of the successful proposer to do so shall not relieve him/her of the obligations to execute such services in accordance with a later interpretation by the owner. All interpretations made to the proposers will be issued in the form of addenda to the RFP/RFQ and will be sent to all proposers. Such addenda are to be covered in the proposals, and in closing the contract, they become apart thereof.

9. MINIMUM PROPOSER(S) ELIGIBILITY REQUIREMENTS

9.1 The Owner is a County interested in receiving proposals from qualified energy services companies (referred to as ESCO) for providing Performance Contracting services. Proposals are requested from firms capable of providing equipment and/or services necessary to achieve cost effective energy efficiency, reduce the owners facility operating costs and to serve other owners facility improvement needs.

9.2 While it is the intent of the owner to provide open and fair competition, the owner is also seeking only capable vendors with experience and qualifications in the successful performance of demand side performance contracting. This will prevent the owner and prospective contractors from inefficiently devoting time and effort in the selection process. Submit documentation to support in-house required certification and memberships as part of the proposers response:

- a. Qualification as an ESCO by the National Association of Energy Service Companies (NAESCO).
- b. The proposer must have a least one licensed P.E. on staff locally to oversee this project. Name and license number must be included in response
- c. ESCO seeking additional service contracts for maintaining the energy savings guarantee for the life of the guarantee will not be considered for this proposal.

10. ACCEPTANCE PERIOD

- 10.1 All Proposal prices are requested to be firm for a period of 60 days.

11. AWARD AND PURCHASE

- 11.1 The contract will be awarded to the firm submitting the best responsible proposal complying with the requirements of the RFP/RFQ, provided the Proposal/Qualifications is reasonable and in the best interest of the owner to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm's Proposal/Qualifications shall remain entirely with the owner, at the owner's sole discretion. The criteria for making this judgment will include but not limited to price, demonstrated capability, company experience, qualifications and general responsiveness to the RFP/RFQ.
- 11.2 The Owner hereby notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.
- 11.3 The Owner reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the owner, to accept any item or groups of items in the proposal, as may be in the best interest of the owner.

SCOPE OF SERVICES

12. SCOPE OF SERVICES REQUESTED FOR ANNEX BUILDING

- 12.1 It is the intent of this request for Proposal/Qualifications to establish fees and qualifications performance contracting for energy utilization assessment and improvements for Jefferson County. The owner is interested in contracting for a full range of energy services and energy related capital improvements (accomplished through a performance-based contract, guaranteed savings or similar agreement)
- 12.2 Jefferson County is initially seeking to establish specific qualifications from interested energy service companies (ESCOs) which are capable of providing comprehensive energy Contracting services for this project. These services may include but are not limited to:
 - a) Performance of an investment quality energy audit and analysis
 - b) The design and specification of equipment and systems to be used in providing energy efficiency services
 - c) Services associated with the procurement and installation of new equipment
 - d) Project installation
 - e) System commissioning, training of custodial and administrative staff on energy efficient practices

All of these services are relative to the operation of equipment which will reduce energy cost And/or consumption associated with the heating, ventilation and air conditioning system, the lighting

systems, building envelope, the domestic hot water system, and other energy using devices, as well as savings which would not reduce consumption per se but are aimed at cost savings, such as electrical demand reductions. The proposal should address consumption of all energy sources including oil, gas, electricity and water. Measures may involve controlling, modifying and adding or replacing equipment and systems.

- 12.3 Improvements must result in guaranteed savings by the Proposer and linked to actual measured reductions operational expenditures. Payments shall be made from the owner based upon the progress of construction.
- 12.4 Savings guaranteed and achieved by the installed projects must be sufficient to cover all or partial project costs including interest and annual maintenance / monitoring fees for the duration of the contract term.
- 12.5 The requested services must be provided in compliance with all applicable Federal and State rules and regulations including, but not limited to any applicable state and local regulation.

13. GENERAL STATEMENT OF PURPOSE

- 13.1 It is the intent of this requirements document to solicit qualification statements from companies that describe their capability to implement a program to improve the energy efficiency of various facilities. It is anticipated that significant improvements can be made and paid for through energy cost savings. Under this plan the client tenders no money for the projects up front, but rather pays for the projects from verified energy savings over a multi-year project, not to exceed 15 years. The primary task of the successful energy service company is to reduce the total energy consumption and the peak electrical demands of the facilities improvement to those items will be paid for out of energy savings resulting from modifications to the existing systems.
- 13.2 Through the procurement process Jefferson County intends to select a firm to implement Performance Contracting services.
- 13.3 The owner requires a minimum guaranteed savings approach to the project. The energy and other operational savings guaranteed and achieved by the installed projects must be sufficient together with funds provided by the owner, in the judgment of the owner in its sole discretion, to pay all project costs, including project debt cost and annual maintenance and monitoring fees, for the duration of the contract term.
- 13.4 The ESCO will be required to work with the current facility management and maintenance personnel, to coordinate construction and provide appropriate training in operation retrofits. No equipment shall be installed that will require the hiring of additional personnel by the Owner unless agreed to by the Owner in the contract.
- 13.5 ESCO must provide reproducible "as built" and record drawings of all modified conditions associated with the project, conforming to typical engineering standards within 30 days of the completion of the installation. These should include architectural, mechanical, electrical, structural, and where appropriate, control drawings and operating manuals.
- 13.6 As part of the final contract the successful ESCO must provide a list of all equipment with a timeline for preventive maintenance work to be performed in an electronic format.

SELECTION PROCESS

14. PROCUREMENT

14.1 Owner will review and evaluate the written responses to this Request for Proposal/Qualifications in accordance with the evaluation criteria identified in Section 17. The Owner may conduct interviews with finalists to clarify information provided in the proposals. Owner will make recommendations to the County Executive and Council. The County will make a final selection based upon such factors as the County executives deems to be in the Owner's best interest. While cost is an important factor, it should be understood that the Owner is weighing only a portion of the decision criteria on cost and therefore is not under any obligation to accept the lowest cost proposal.

15. TIMETABLE FOR PROCESS

15.1 The timetable that Jefferson County expects to accomplish selection of a contractor is as follows:

Advertise RFP/RFQ	May 22, 29, and June 5, 2009
Questions and Explanation Requests due in Writing	June 12, 2009
Submission of Proposals	June 16, 2009
Selection and Award of Contractor	July 7, 2009

16. EVALUATION CRITERIA

16.1 The Owner is anticipated to award a contract to the firm with the most responsive proposal, which, in the judgment of the owner best meets the needs of the owner.

16.2 Though the financial summary is one key factor it will not be the sole determining criteria in respondent selection.

16.3 Demonstrated capability based in the required information as to the experience of the individuals/firm which will be providing the service and your firm's past experience, as indicated by the references submittals.

16.4 Jefferson County will be the sole judge with the respect to the evaluation of proposals. The establishment, application and interpretation of the above evaluation criteria shall be within the sole discretion of the owner.

16.5 Jefferson County intends to award a negotiated contract to one firm to provide equipment and services under terms and conditions the owner considers to be the most favorable among those offered. If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

16.6 Jefferson County may, at its sole discretion, choose not to award a contract

16.7 Costs for services incurred prior to the execution of the energy audit agreement and the final energy services agreement will be the sole responsibility of the ESCO

16.8 The Owner reserves the right to use any or all ideas presented. Selection of rejection of the proposal does not affect this right.

16.9

FORMAT OF PROPOSAL CONTENTS

17. **REQUIREMENTS FOR PROPOSAL CONTENTS** – The format of the response shall contain the following information, in the following sequence and format.

17.1 **Title Page**
Letter of Introduction
Table of Contents

17.2 **Experience/Qualifications** – Provide information which describes your company's experience with services and Performance Contracting contracts most closely associated with the services requested in this RFP/RFQ. The firms experience summary should include the following information:

- a) Firm, address, personal contacts
- b) Company history (years in business, organizational structure, parent company, minority business enterprise status, etc.)
- c) National or regional awards or qualifications
- d) Ownership structure and any known plans to change it.
- e) Five year summary of contracts for performance contracting services
- f) Project summaries. Minimum of five complete or current in-progress projects with similar characteristics to the anticipated project.
- g) List similar projects that have been completed by your firm.
- h) What is your firm's philosophy toward developing and implementing these types of projects?
- i) Other pertinent information on experience or qualifications?

17.3 **Personnel** - Provide information regarding quantity and capabilities and experience of people who will be assigned to this contract. Identify specifically which of these people are currently in the full time employment of your company. Describe the role which each of these people would play in performing the contract. Provide professional resumes for key people. Indicate the past projects worked on, education and professional licensing of each person as it may relate to this project - i.e. Professional Engineer, Engineer-in-Training, Professional Architect, Certified Energy Manager, etc.

17.4 **Services** - Describe the complete range of required services which will be provided by your firm. In those cases where services are to be provided by others, provide description of services to be provided by whom. It will be important to specifically address services relating to this project, rather than providing pre-printed sales literature. Any ESCO that requires contracting additional services with this contract to maintain energy guarantees will not be accepted as a qualified bidder for this proposal. If you intend to provide any products, share how you would plan to obtain competitive pricing.

17.5 **Verification of Savings** - Describe the methodology to be used to verify savings. Include and explanation of how savings calculations will be adjusted to reflect changes in weather, occupancy, utilization of the facility, etc. Also, describe your firms approach to monitoring the program to assure the projects success.

17.6 **Financial Proposal** - Provide information as listed in Attachment A.

CONTRACT LANGUAGE REQUIREMENTS

18. LACK OF FUND CLAUSE

18.1 If during the term of the contract to be derived from this RFP/RFQ, funds are not appropriated for such (services/material/equipment), Jefferson County reserves the right to cancel said contract within thirty (30) days written notice. No expenses shall accrue to Jefferson County for each cancellation. The owner shall cease payments, if any fiscal year during the term of the agreements, the owner fails to appropriate, re-appropriate, or otherwise make funds available for the project which is the subject of the Performance Contracting Agreement. Such language shall be made a part of the contract resulting from this solicitation.

19. INSURANCE COVERAGE

19.1 The successful proposer shall have adequate professional liability coverage to include:

- A. The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00. Workers compensation, in accordance with State's Worker's Compensation requirements.
- B. The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- C. The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.
- D. All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the contract period, the contractor shall not permit the coverage's to lapse and shall furnish evidence of coverage to the Owner.
- E. Claims against the proposer's insurance should be included in the proposer's response. It should include total dollars of claims and any pending claim amounts.

19.2 The successful proposer shall indemnify and save harmless the Owner, its officers and employees from all suits, actions, or claims of any character brought because of injuries or damage received or sustained by any person or persons on account of the operations of the said provider or because of any act of omission, neglect or misconduct or said provider or from any claims amounts arising or recovered under any law, ordinance, order or decree.

20. BID BOND

20.1 No bid bond is required at this stage.

21. PERFORMANCE BOND

21.1 The successful ESCO will be required to provide a performance bond. Proposers shall acknowledge their capabilities to provide a performance bond of the total construction cost at the time the contract documents are signed.

22. CONTRACTUAL PROVISIONS

- 22.1 The contents of the RFP/RFQ submissions, as appropriate, become part of the final contract.
- 22.2 The owner must have access to inspect, test and approve both the work conducted in the facility, during construction and operations, and to the books, records, and other compilations of data which pertain to the performance of the provisions and requirement of this agreement. Records shall be kept on a general recognized accounting basis, and calculations kept on file in legible form.
- 22.3 All drawings, reports and materials prepared by the ESCO specifically in performance of the contract shall become the property of the Owner and shall be delivered to the Owner requested but no later than upon completion of construction.
- 22.4 Ownership of equipment, after project acceptance, must reside with the Owner.
- 22.5 The preferred means of financing this project have not been determined at this time. The Owner is seeking recommendations as to innovative means of financing this energy project.

23. PREVAILING WAGES

- 23.1 Prevailing wages shall apply to any and all work performed under this RFP/RFQ.

ATTACHMENT A - Financial Proposal

In order to be considered a viable proposal by Jefferson County, each ESCO must respond to concerns listed below for the Annex Building owned by the county.

1. Mechanical and Electrical HVAC Improvements.

The majority of the systems in the Annex have come to the end of their useful life warranty replacement. ESCO's should replace the existing equipment with high efficiency units that would yield a minimum saving of 20% or greater for the owner.

ESCO will be responsible for supply stamped engineered drawings for the systems, and assembling state documentation. The system shall be installed in a neat and workmanlike manner in accordance with local codes, 2003 international mechanical code, 1999 BOCA Building Code and AHRAE standards.

2. Lightning and Ceiling Improvements.

This work would include performing a complete lighting survey of the building providing type and location of every light, fixture, and ballast. Applicable modifications and equipment additions will be evaluated to provide lower power requirements for the same amount of light output. Modifications may include replacing lamps, ballasts or fixtures, adding reflectors or occupancy sensors. Occupancy sensors are evaluated as part of this measure to provide less runtime for the lighting they control thus acquiring additional energy savings. The occupancy sensors will also be integrated into the building automation system for control of HVAC terminal units if possible. This control provides HVAC savings from reduced temperature settings and air flow rates from unoccupied areas. In some areas where natural light is abundant occupancy sensors maybe combine with a light sensor to provide light harvesting opportunities further reducing fixture runtime. A typical application of this system is in atriums with large skylights.

3. Building Automation System.

The building automation system work would include installation of thermostat/controllers that would allow the system be web enabled for remote access to provide ease of use and troubleshooting by maintenance. With campus wide integration of mechanical controls, all building integrated into the program could run schedules as set by the owner off one input. This would greatly simplify the issue of having to travel to every building and program the systems separately.

4. Replace the Existing Fire Alarm.

The existing fire alarm system is out of date. The new system should meet all new fire alarm standards. This includes all new drawings and will meet all current NFPA standards and American Disabilities Standards (ADA). The design should be approved by local fire marshal prior to installation. Any new system being considered should be addressable in nature and should not be a conventional zone type system. All power supplies should be designed with 20 % spare capacity on each circuit.

Jefferson County will only accept proposals that have pricing on the following items.

Package Price \$ _____

Item's 1, 2, 3, 4

Measurement & Verification Service Price \$ _____

Any required on-going M & V services. Provide first year costs and total costs over proposed term of contract.

Voluntary Alternates \$ _____

Any alternates are to be identified / proposed as voluntary alternates for the counties consideration.