



# City of Coolidge

130 W. Central Avenue  
Coolidge, Arizona 85128  
(520) 723-5361

TDD: (520) 723-4653 / Fax: (520) 723-7910

## REQUEST FOR PROPOSALS Energy Performance Contracting Services

### INTRODUCTION

The City of Coolidge will accept competitive sealed proposals for energy performance contracting services at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. **Proposals shall be submitted in a sealed package with "RFP Energy Performance Contracting Services" and the Bidder's name and address clearly indicated on the front of the package.** All proposals shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the **entire** Request for Proposal.

<b>Mandatory Pre-submittal Job Walk</b>	<b>January 18, 2017 at 2:00pm am MST</b>
Proposal Due Date:	February 8, 2017
Proposal Time:	2:00pm MST
Number of Qualifications:	1 original and 4 copies (please label original); 1 electronic copy
Contact:	Rick Miller, City Manager rmill@coolidgeaz.com
Telephone No./Fax No.	(520) 723-5361; (520) 723-7910
Mailing Address:	130 W. Central Avenue, Coolidge, AZ 85128
Location:	130 W. Central Avenue, Coolidge, AZ 85128

### OFFER

To the City of Coolidge: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

OFFEROR CONTACT INFORMATION	
For clarification of this offer contact:	
Name: _____	Email: _____
Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
_____	_____
Company Name	Printed Name



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## INSTRUCTIONS TO BIDDERS

Address _____	Title _____
City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____

### 1. PURPOSE AND INTENT:

The purpose of this *Request for Proposal* (RFP) is to solicit proposals from qualified bidders capable of providing comprehensive energy and water infrastructure improvements utilizing guaranteed savings for the City of Coolidge. The City requests proposals from firms that can provide recommendations and implementation of energy conservation measures on a turn-key basis, including energy savings analysis, financing options and guarantee of energy savings.

### 2. PROJECT GOALS:

The City's ultimate goal is to utilize savings realized from more efficient City facilities towards other upgrades and programs. Respondents shall support the City's goal by developing, implementing, and monitoring a turn-key utility savings program that accomplishes the following:

- Have a minimum of three (3) City customer references for which the respondent provided turn-key responsibility of similar design-build services in the past three (3) years
- Achieves long-term cost savings through reduced energy, gas & water usage
- Achieves a guarantee of energy savings exceeding the cost of implementation
- Upgrades old and/or inefficient systems
- Maintains consistent and reasonable levels of occupant comfort and building functionality
- Improves utilization of technology to achieve optimum performance and savings
- Provides training to employees on maintenance and repair of equipment and controls
- Provides comprehensive funding solutions

### 3. MINIMUM REQUIREMENTS:

Respondents must meet the following minimum requirements to participate in the City's RFP process:

- Current accreditation by the National Association of Energy Services



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Companies (NAESCO) and be included on the U.S. Department of Energy's (DOE) Qualified List of Energy Service Companies

- Active G.C. license in Arizona
- Minimum of \$10 Million in bonding capacity

#### 4. SCOPE OF WORK

The contractor will be required to perform site walks at each of the City's facilities to evaluate infrastructure improvements in order to develop a self-funding program.

Specifically, the contractor will evaluate and propose applicable conservation measures including but not limited to:

- Heating Ventilation & Air Conditioning (HVAC) system optimization, retrofit, upgrade or replacement
- Interior and exterior lighting retrofit or replacement
- Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology
- Water conservation measures
- Building envelope upgrades
- Other infrastructure improvements
- Other training, remote monitoring services, and on-going support services that will ensure objectives of program are met over the term of the agreement

The contractor will then implement an agreed upon scope of work. All proposed infrastructure improvements must be provided on a turn-key basis including all necessary permits, engineering, delivery, installation, commissioning, training, and warranty service.

After the scope of work has been fully implemented the successful bidder will be required to provide M&V services to monitor post-retrofit utility usage and track energy savings.

#### 5. TIMELINE:

January 11, 2017	RFP Released
January 18, 2017	Mandatory Pre-proposal Job Walk
January 25, 2017	Questions Due
January 27, 2017	Questions & Answers Released
February 8, 2017	RFP Responses Due
February 17, 2017	Respondent Awarded
March 8, 2017	Detailed Energy Audit Completed
March 20, 2017	City Council Approval for Project Implementation
June 2017	Substantial Project Completion



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## 6. PREPARATION OF PROPOSAL:

- a. Telegraphic (facsimile) or electronic bids will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. It is the responsibility of all bidders to examine the entire RFP package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

## 7. PROPOSAL SUBMISSION REQUIREMENTS:

1 original and 4 copies (label original); and one (1) electronic copy of the proposal shall be submitted in the format contained in the RFP. It is critical that all responses follow the same format to allow equal and fair evaluation of each response. Proposals should be limited to thirty-five (35) pages (not including table of contents or cover letter) and include the following:

### **Section Tabs**

Proposals should be divided by tab sections according to items in the index. This will assist the evaluating team in identifying items and information submitted with the proposal.

### **Table of Contents**

The table of contents of the proposal should include a clear and complete identification of the materials submitted by tab section and page number.

### **Cover Letter**

A signed letter of interest (no more than 2 pages) stating the respondent's interest and qualifications in providing the services as outlined in the RFP.

### **Tab 1: Company Background and Financial Capacity**

Provide general information on the respondent including: a brief history of the firm, key differentiating factors and areas of expertise, length of time performing services, and location of local offices. Provide a statement of the respondent's financial capacity and capability to perform to the terms of this solicitation request.



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## **Tab 2: Project Team**

Identify project team and management structure, including organization chart and resumes illustrating qualifications and experience. Indicate team's core competencies and the ability to self-perform.

## **Tab 3: References**

Provide detailed project histories for City/County projects for which the respondent provided turn-key responsibility of similar energy efficiency programs. Describe the scope of work of the project indicating start/completion date, services and equipment provided, project size, total project savings, and funding sources.

## **Tab 4: Technical Proposal**

- a) Provide a detailed proposed scope of work that addresses energy and operating costs, energy savings analysis, compatibility with existing systems and a turn-key price.
- b) Provide a description of the respondent's approach to performing audits, and identifying improvement measures.
- c) Provide a description of the respondent's approach to managing the project implementation and procedures for minimizing occupant disruptions.
- d) Describe available training programs.

## **Tab 5: Savings**

- a) Describe the respondent's approach to projecting and proving utility savings.
- b) Describe the methodology and formulas utilized for reporting of the savings
- c) Describe all missed guarantees or savings shortfalls experienced in the past five years, along with the ability to compensate the City in the event of a savings shortfall.
  - Describe all customers who received any type of compensation which was received as a result of any savings shortfall on a guaranteed contract.
- d) Provide a description of monitoring services after installation to ensure continued savings.

## **Tab 6: Litigation Disclosure**

Describe any current or past involvement as a party in any formal litigation, arbitration or mediation associated with savings performance on an energy savings contract or specifically related to an Investment Grade Audit (IGA) in the last five years, along with a description of the nature and outcome of such litigation.

## **Tab 7: Additional Benefits and Value Added Elements**



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Please describe any additional benefits that may result from implementation of the energy efficiency program and the respondent's added value elements in providing products/services.

## 8. INQUIRIES:

Any question related to the RFP shall be directed in writing via regular mail or fax or email **no later than January 25, 2017 at 5:00 pm** to the person whose name appears on the front. While questions will be entertained at the pre-submittal job walk, it is strongly suggested that all questions be submitted in writing prior to the job walk. Questions submitted after the job walk may not be answered due to time constraints. Any correspondence related to the RFP should refer to the appropriate title, page, and paragraph number. However, the bidder shall not place the *Request for Proposal* title on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official RFP due date and time.

## 9. MANDATORY PRE-SUBMITTAL MEETING AND JOB WALK:

A mandatory pre-submittal meeting and job walk is scheduled for this *Request for Proposal* on **January 18, 2017** at 2:00pm MST in the Development Services Office Conference Room located at 131 W. Pinkley Avenue, Coolidge, AZ 85128.

**NOTE:** Proposal will be automatically rejected from any bidder who does not attend or who fails to properly register at the pre-submittal meeting/job walk.

The purpose of this meeting/job walk is to provide a structured and formal opportunity for the City to accept questions from bidders regarding this RFP and to provide bidders an opportunity to visit the City's facilities.

## 10. DUE DATE AND TIME:

Bidders must submit proposals to the City Clerk by 2:00 pm MST on February 8, 2017, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.

## 11. BIDDER RESPONSIBILITY:

The bidder assumes sole responsibility for the complete effort required by this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all requirements of this RFP.

## 12. COST OF PREPARING BID:



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The City assumes no responsibility and bears no cost incurred by bidders in the preparation and submission of proposals in response to this RFP.

## 13. REVISIONS TO THE RFP:

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum. Any addendum to this RFP shall become part of this RFP and part of any agreement resulting from this RFP.

Any RFP addendum will be distributed as follows:

Any addendum issued before the mandatory bidders' meeting/job walk will be distributed to all bidders who were sent the RFP.

Any addendum issued at the time of or after the mandatory bidders' meeting/job walk will be distributed only to those bidders who attended and properly registered at the meeting/job walk.

## 14. AWARD:

Notwithstanding any other provision of this *Request for Proposal*, the City expressly reserves the right to:

- a. Waive any immaterial defect or informality; or
- b. Reject any or all proposals, or portions thereof; or
- c. Reissue a Request For Proposal

## 15. PROPOSAL EVALUATION AND SELECTION PROCESS:

### Proposal Evaluation Committee

Proposals will be evaluated by an Evaluation Committee comprised of representatives from various departments within the City of Coolidge.

### Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal.



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## Evaluation criteria

The Evaluation Committee will evaluate qualifications based on the following scoring criteria:

### Scoring Criteria

Category	Point Value
<b>Savings Track Record</b> Savings approach, measurement & verification, and track record	<b>50</b>
<b>Project Team &amp; Management Structure</b> Amount of work self-performed, strength of proposed team, trainers, and management structure	<b>40</b>
<b>Technical Proposal &amp; Pricing</b> Price, approach to audits, project management and implementation, training, etc.	<b>30</b>
<b>Litigation Disclosure</b> Litigation, arbitration or mediation associated with savings performance on an energy savings contract	<b>30</b>
<b>Project History &amp; References</b> Relevant past project experience	<b>20</b>
<b>Background</b> Qualifications, experience, resources, and financial solvency	<b>20</b>
<b>Additional Benefits &amp; Added Value</b> additional benefits resulting from implementation and respondent's added value elements	<b>10</b>
<b>Total Possible Points</b>	<b>200</b>

## Selection Process

The proposal shall be awarded on February 17, 2017 and by written notice to the responsible bidder whose proposal, conforming to the *Request for Proposals*, will be most advantageous to the City, all factors considered. The successful bidder will enter into contract negotiations with the City and the final contract will be presented to the Mayor and City Council for approval.



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## STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the bidder certifies that:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
  - c. The bidder has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the bidder may be debarred.
2. **Gratuities:** The City may, by written notice to the bidder, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the bidder or any agent or representative of the bidder, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
3. **Applicable Law:** In the performance of the resultant contract, contractor shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Coolidge including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in the Superior Court of Pinal County, State of Arizona.

The contract is subject to the provisions of ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the



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contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a contractor to any other party of the contract with respect to the subject matter of the contract.

4. **Legal Remedies:** All claims and controversies shall be subject to resolution in accordance with the Bid Protest Procedures and Resolution Section of this RFP.
5. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
6. **Public Record:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification.
7. **Contract:** A contract shall be issued between the City and the successful offeror following award in substantially the same form as the contract attached hereto. The resultant contract between the City of Coolidge and the contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the bidder in response to the RFP. In the event of a conflict in language between the City and the contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RFP and the contract, the provisions and requirements of the contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the contract or the offeror's offer. The RFP shall govern in all other matters not affected by the written contract.
8. **Indemnification:** To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the contractor, its employees, agents or any tier of subcontractors in the performance of the resultant contract. Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the contractor or any other person whose acts, errors, mistakes, omissions, work or services the contractor may be legally liable. The amount and type of insurance coverage requirements set forth will no way be construed as limiting the scope of the indemnity in this paragraph.
9. **Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.



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10. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the contractor as applicable to the contract.
  
11. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the contractor or any other person except with the prior written permission of the City.

## **BID PROTEST; PROCEDURES AND RESOLUTION**

Any interested party having a protest with the solicitation, a determination of not susceptible for award or the award of the contract shall file a protest with the City of Coolidge City Manager in accordance with the provisions of Article 22-15 of the Code of the City of Coolidge.