

**REQUEST FOR PROPOSAL
FOR PERFORMANCE CONTRACTING SERVICES**

**City of Grain Valley
711 Main Street
Grain Valley, Missouri 64029**

INTRODUCTION AND BACKGROUND

The objective of this Request for Proposal is to solicit proposals for Performance Contracting services to assist the City of Grain Valley to become as operationally efficient as possible by analyzing facility energy efficiency measures, optimize building operations and on-going maintenance of equipment. The City of Grain Valley 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 & 640.651).

Under this solicitation, it is expected that only one energy service company (ESCO) certified by the National Association of Energy Service Companies (NAESCO), ACUPCC Clinton Climate Initiative and the State of Missouri Office of Administration Pre-qualified Energy Performance Contracting Firm Project No. 00410-02 will be selected to perform work for the City of Grain Valley. The City of Grain Valley will consider Performance Contracting service proposals based on a guaranteed savings agreement.

It is currently planned that the City of Grain Valley 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 guarantees provided by the ESCO selected pursuant to this RFP will fully or partially offset the acquisition costs involved for the City of Grain Valley. Respondents should clearly describe the proposed services associated with the procurement and installation of the new equipment. The City of Grain Valley may elect to independently finance the project and not use financing proposed by the successful respondent.

**Missouri Revised Statutes
Chapter 8
State Buildings and Lands
Section 8.231, August 28 2007**

Guaranteed energy cost savings contracts, definitions--bids required, when--proposal request to include what--contract, to whom awarded, to contain certain guarantees.

8.231. 1. For purposes of this section, the following terms shall mean:

(1) "Energy cost savings measure", a training program or facility alteration designed to reduce energy consumption or operating costs, and may include one or more of the following:

(a) Insulation of the building structure or systems within the building;

(b) Storm windows or doors, caulking or weather stripping, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing reductions in glass area, or other window and door system modifications that reduce energy consumption;

(c) Automated or computerized energy control system;

(d) Heating, ventilating or air conditioning system modifications or replacements;

(e) Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;

(f) Indoor air quality improvements to increase air quality that conforms to the applicable state or local building code requirements;

(g) Energy recovery systems;

(h) Cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;

(i) Any life safety measures that provide long-term operating cost reductions and are in compliance with state and local codes;

(j) Building operation programs that reduce the operating costs; or

(k) Any life safety measures related to compliance with the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., that provide long-term operating cost reductions and are in compliance with state and local codes;

(2) "Governmental unit", a state government agency, department, institution, college, technical school, legislative body or other establishment or official of the executive, judicial or legislative branches of this state authorized by law to enter into contracts, including all local political subdivisions such as counties, municipalities, public school district, or public service or special purpose district;

(3) "Guaranteed energy cost savings contract", a contract for the implementation of one or more such measures. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and the energy cost savings are guaranteed to the extent necessary to make payments for the systems. Guaranteed energy cost savings contracts shall be considered public works contracts to the extent that they provide for capital improvements to existing facilities;

(4) "Operational savings", expenses eliminated and future replacement expenditures avoided as a result of new equipment installed or services performed;

(5) "Qualified provider", a person or business experienced in the design, implementation and installation of energy cost savings measures;

(6) "Request for Proposal" or "RFP", a negotiated procurement.

2. No governmental unit shall enter into a guaranteed energy cost savings contract until competitive proposals therefore have been solicited by the means most likely to reach those contractors interested in offering the required services, including but not limited to direct mail solicitation, electronic mail and public announcement on bulletin boards, physical or electronic. The Request for Proposal shall include the following:

(1) The name and address of the governmental unit;

(2) The name, address, title and phone number of a contact person;

(3) The date, time and place where proposals shall be received;

(4) The evaluation criteria for assessing the proposals; and

(5) Any other stipulations and clarifications the governmental unit may require.

3. The governmental unit shall award a contract to the qualified provider that provides the lowest and best proposal which meets the needs of the unit if it finds that the amount it would spend on the energy cost savings measures recommended in the proposal would not exceed the amount of energy or operational savings, or both, within a fifteen-year period from the date installation is complete, if the recommendations in the proposal are followed. The governmental unit shall have the right to reject any and all bids.

4. The guaranteed energy cost savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed the costs of the energy cost savings measures, adjusted for inflation, within fifteen years. The qualified provider shall reimburse the governmental unit for any shortfall of guaranteed energy cost savings on an annual basis. The guaranteed energy cost savings contract may provide for payments over a period of time, not to exceed fifteen years, subject to appropriation of funds therefore.

5. The governmental unit shall include in its annual budget and appropriations measures for each fiscal year any amounts payable under guaranteed energy savings contracts during that fiscal year.

6. A governmental unit may use designated funds for any guaranteed energy cost savings contract including purchases using installment payment contracts or lease purchase agreements, so long as that use is consistent with the purpose of the appropriation.

7. Notwithstanding any provision of this section to the contrary, a not-for-profit corporation incorporated pursuant to chapter 355, RSMo, and operating primarily for educational purposes in cooperation with public or private schools shall be exempt from the provisions of this section.

(L. 1997 S.B. 408 § 1, A.L. 2002 S.B. 810 merged with S.B. 1012)

City of Grain Valley Representative

Proposal Questions

All questions or needed information relative to this proposal package should be directed to:

**City of Grain Valley
711 Main Street
Grain Valley, Missouri 64029**

**Contact: Jeff Fisher
Ryan Hunt
Tel: 816-847-6200**

Communication Protocol

All communication must be directed through Jeff Fisher or Ryan Hunt. Any communication with City personnel without one of the above listed contact's approval is grounds for rejection of the ESCO's RFP Response.

PROCEDURES

1. REQUIRED QUALIFICATION/PROPOSAL SUBMITTALS

- 1.1 Submission of Proposals: Respondent should submit five (5) copies of its proposal by the proposal due date to the City of Grain Valley. (Refer to the City of Grain Valley Representatives section of the RFP for contact information).
- 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 must be received in the City office of the City of Grain Valley on or before the time and date specified. Proposals received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened.
- 1.4 Proposals information is restricted and not publicly available until after the award of the contract by the City of Grain Valley.
- 1.5 All submissions become the property of the City of Grain Valley and will not be returned to the respondent.

2. PREPARATIONS OF PROPOSALS

- 2.1 Respondents are expected to ask the City of Grain Valley for all required information needed to fulfill the proposal requirements. It is not the responsibility of the City of Grain Valley to deliver needed information to the respondent to fulfill the RFP requirements without a formal request in writing from the respondent. This includes examining all drawings, utility bills, charts, specifications, requirements, schedules, instructions, etc.
- 2.2 The cost of preparing a response to this RFP will not be reimbursed by the City of Grain Valley.

- 2.3 Addendums received prior to Proposal submittal and screening selection should be acknowledged in the proposal document. Addendums received after the Proposal submittal should be acknowledged by letter or telegram.
- 2.4 Facility analysis and saving calculations shall be performed in accordance with generally accepted engineering practices and professional judgment (with full disclosure when not meeting ASHRAE and IPMVP standards). All direct engineering and design work related to the installation or modification of facilities, and all installation and construction work, shall be performed by engineers and contractors respectively licensed in the State of Missouri.

3 MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A response to proposals that is in the possession of the City of Grain Valley may be altered by letter or fax transmission bearing the signature or name of the person authorized for offering, providing it is received prior to the time of proposal submission. A letter or fax should not reveal the proposal price but should indicate the addition, subtraction, or other change in the proposal.
- 3.2 A response to proposals that is in the possession of the City of Grain Valley may be withdrawn by the respondent in person or by written request up to the time of the Proposal opening. Responses to Proposals may not be withdrawn after the opening.
- 3.3 In submitting this proposal, it is understood that the right is reserved by the City of Grain Valley to reject any and all proposals as non-responsive and to waive any irregularities or informalities when to do so is in the best interest of the City of Grain Valley.

4 CONTRACT PERIOD

- 4.1 Contract period shall be within the guidelines of Missouri legislation (RSMO 8.231 & 640.651) which allows up to 15 years. The contract period will be mutually agreed upon between the City of Grain Valley and the selected ESCO.

5 EXTENSION

- 5.1 The respondent and the City of Grain Valley covenant and agree this proposal or subsequent contract may, with the mutual approval of the contractor and the City of Grain Valley be extended as necessary.

6 VENDOR REPRESENTATIVE

- 6.1 Successful respondent shall appoint, by name, a company representative who shall be responsible for servicing the contract from the award of this RFP. The appointed representative shall be responsible for functions as necessary to insure 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 City of Grain Valley 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 the City of Grain Valley's customary review and approval.

8 INTERPRETATIONS

- 8.1 No oral interpretations will be made for respondents as to the meaning of the RFP. Request for interpretations to the meaning of the RFP must also be made in writing to the City of Grain Valley no later than the date specified and failure on the part of the successful respondents to do so shall not relieve him/her of the obligations to execute such services. All interpretations made to the respondents will be issued in the form of addenda to the RFP and will be sent to all respondents. Such addenda are to be covered in the proposals, and in closing the contract, they become a part thereof.

9 CONFIDENTIAL INFORMATION

- 9.1 It is to be understood that proposals made in response to this RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the respondent's competitive position or that would constitute a trade secret. To protect this data from the disclosure, the respondent should specially identify the pages of the proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal.

- A. The data on the page identified by the ESCO for this proposal noted by an asterisk or marked along the margin with a vertical line may contain information which is trade secrets, disclosure of which would cause substantial injury to the respondent's

competitive position. The respondent may request that such data be used only for the evaluation of its proposal. The disclosure will be limited to the extent that the City of Grain Valley determines is proper under federal, state and local law.

- 9.2 The City of Grain Valley assumes no responsibility for disclosure or use of unmarked data. In the event properly marked data is legally requested, the respondent will be advised of the request and may expeditiously submit to the City of Grain Valley a detailed statement indicating the reasons it has for believing that the information is exempt from the disclosure under federal, state, and local law. The City of Grain Valley will exercise care in applying this confidentiality standard, but will not be held liable for any damage or injury which may result from any disclosure which may occur. Respondent agrees to assume and pay for all costs incurred by the City of Grain Valley including attorney's fees awarded by the court if the respondent requests the City of Grain Valley to resist disclosure of material.

10 MINIMUM RESPONDENT(S) ELIGIBILITY REQUIREMENTS

- 10.1 The City of Grain Valley is a municipality interested in receiving proposals from pre-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 City of Grain Valley's utility and operating costs, and provide guaranteed savings.
- 10.2 The City of Grain Valley is seeking only capable vendors with experience and qualifications in providing documented Utility and Operational Expenditure savings. Note: Submittal of documentation to support in house required certification and memberships is required.
- a. Qualification as an ESCO by the National Association of Energy Service Companies (NAESCO).
 - b. Qualification as an ESCO by the ACUPCC Clinton Climate Initiative
 - c. Qualification as an ESCO by the State of Missouri Office of Administration Pre-qualified Energy Performance Contracting Firm. Project No. 00410-02.

11 ACCEPTANCE PERIOD

- 11.1 All Proposal prices are requested to be firm for a period of 60 days from the submittal date.

12 AWARD AND PURCHASE

- 12.1 The contract will be awarded to the firm submitting the best responsible proposal complying with the requirements of the RFP, provided the Proposal is reasonable and in the best interest of the City of Grain Valley to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm's Proposal shall remain entirely with the City of Grain Valley. The criteria for selection will include but not limited to price, fees, demonstrated experience, referenced performance, service opportunities and specific responsiveness to the RFP.
- 12.2 The City of Grain Valley hereby notifies all respondents 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. Respondent hereby agrees that any person is allowed to perform work regardless of race, religion, color, sex, national origin, or ancestry.

SCOPE OF SERVICES

13 SCOPE OF SERVICES REQUESTED

- 13.1 It is the intent of this Request for Proposal to establish fees and qualifications for Performance Contracting services and operational improvements for the City of Grain Valley. The City of Grain Valley is interested in contracting for a full range of Performance Contracting services as allowed by Missouri legislation (RSMO 8.231 & 640.651).
- 13.2 City of Grain Valley is initially seeking to establish specific qualifications from interested energy service companies (ESCOs) which are capable of providing comprehensive Performance Contracting services for this project. These services may include but are not limited to:
- a) Buildings, Facilities and Sites Evaluation
 - I. Review of facility space
 - II. Review of sites and infrastructure
 - III. Review building condition and systems
 - Site location and exterior lighting systems
 - Building envelope, windows, doors and environmental issues
 - Mechanical, electrical, plumbing systems
 - Technology
 - b) Financing Programs such as loans, leases, rebates, incentives and savings.

- c) Performance of an investment quality audit and analysis
 - I. Performance Contracting Pro Forma analysis
 - II. Operational expenditure savings opportunities
 - Analysis of the City of Grain Valley's outside services
 - Analysis on the City of Grain Valley's labor utilization
 - Energy reduction analysis
- d) The design and specification of equipment and systems
 - I. Mechanical, Electrical, Plumbing and technology
 - II. Life cycle costing and obsolescence protection
- e) Services associated with the procurement and installation of new equipment
- f) Construction Management
- g) System commissioning, training of custodial and administrative staff on energy efficient practices
- h) Equipment maintenance on equipment installed
- i) The energy services company must work in conjunction with the City of Grain Valley's architect and engineer in coordinating non-energy functions of this project.

All of these services are relative to the operational expenditures of the City of Grain Valley which will reduce costs associated with outside services, leases, labor, energy, future cost avoidance, utilities, and others as may be deemed necessary.

As an option, the City of Grain Valley is also interested in services in connection with arrangement of financing (depending on financing approach) for the entire transaction in such a manner that title to assets passes to the City of Grain Valley immediately upon installation and acceptance by the City of Grain Valley . Proposals must allow the City of Grain Valley to "opt-out" of the financing proposed by the respondent and use a financial provider of the City's choice.

13.3 Guaranteed Savings:

Improvements must result in guaranteed savings by the respondent and be linked to actual measured reductions in utility and operational expenditures. Annual savings verification is required from the ESCO.

Savings guaranteed and achieved by the installed projects must be sufficient to cover all project costs including interest and annual maintenance and monitoring fees for the duration of the contract term. Upon savings verification the City shall make payments as per the principal and interest schedule.

- 13.4 The approved ESCO 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.

14 GENERAL STATEMENT OF PURPOSE

- 14.1 It is the intent of this request to solicit qualification statements from companies that describe their capability to implement a program to improve the operational efficiency of various City of Grain Valley facilities. It is anticipated that significant improvements can be made and paid for through operational savings. The primary task of the successful energy service company is to reduce the total utility and operational expenditures associated with operating City of Grain Valley facilities.
- 14.2 Through the Request for Proposal process the City of Grain Valley intends to screen proposals and select a firm to implement Performance Contracting services at various City of Grain Valley sites.
- 14.3 A registered professional engineer must, at a minimum, review and approve design work done under this contract.
- 14.4 The City of Grain Valley requires a minimum guaranteed savings approach to the project. The utility and other operational savings guaranteed and achieved by the installed projects must be sufficient together with funds provided by the City of Grain Valley, in the judgment of the City of Grain Valley 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.
- 14.5 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 City of Grain Valley unless agreed to by the City of Grain Valley in the contract.
- 14.6 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. Submit also in electronic format, AutoCAD and Word.
- 14.7 A contingency fund will be established mutually between the ESCO and the City during the Investment Grade Audit and will be managed by the Director of Public Works.
- 14.8 A 1% Administration Fee will be added to the final project cost. The Administration Fee budget will be managed by the Director of Public Works.

SELECTION PROCESS

15 PROCUREMENT

- 15.1 The City of Grain Valley will review and evaluate the written responses to this Request for Proposal in accordance with the evaluation criteria identified in Section 17. Interviews with finalists may be conducted to clarify information provided in the proposals. The City of Grain Valley will then make the final decision for selecting the Energy Services Company to perform Performance Contracting Services. While cost is an important factor, it should be

understood that the City of Grain Valley is weighing only a portion of the decision criteria on cost and therefore is not under any obligation to accept the lowest cost proposal.

16 TIMETABLE FOR PROCESS

16.1 The timetable that the City of Grain Valley expects to accomplish selection of a contractor is as follows:

Advertise RFP at www.cityofgrainvalley.org and mail to State approved ESCO's	January 28, 2010
Questions and Explanation Requests due in Writing (to City Representative)	February 11, 2010
Proposal Submittal Deadline	February 18, 2010
ESCO Screening Process	February 24, 2010
ESCO Recommendation	March 2, 2010
Board of Aldermen Approval	March 8 and 22, 2010

17 EVALUATION CRITERIA

- 17.1 The City of Grain Valley is anticipated to award a contract to the firm with the most responsive proposal which best meets the needs of the City of Grain Valley. The criteria for making this evaluation will be based on the following 100% scale:

(10%) Experience/Qualifications

(10%) Personnel

(30%) Technical Aspects

(30%) Financial Impact

(10%) Verification of Savings

(10%) ESCO's Fees

(100%) Total Points in Scale

- 17.2 Though the Financial Summary is one key factor it will not be the sole determining criteria in the selection.
- 17.3 Demonstrated capability based in the required information as to the experience of the individuals/firm which will be providing the services.
- 17.4 The City of Grain Valley will be evaluating the proposal's which include the establishment, application and interpretation of the above evaluation criteria.
- 17.5 The City of Grain Valley intends to award a negotiated contract to one firm to provide equipment and services under the terms and conditions the City of Grain Valley 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.
- 17.6 The City of Grain Valley may select a qualified respondent even if a sole respondent responds.
- 17.7 The City of Grain Valley reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

FORMAT OF PROPOSAL CONTENTS

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

18.1 Title Page

Executive Summary

Table of Contents

18.2 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. The firms experience summary should include the following information:

- a) Firm, address, personal contacts
- b) Brief description of organization and local office
- c) Provide total number of direct employees including key owners of organization
- d) Document all pertinent certifications for this proposal. i.e. reference section 10.2 Minimum Respondent(s) Eligibility Requirements.
- e) Awards and Credentials
- f) Proof of insurance showing the coverage and limits in place at the time of this RFP
- g) Evidence of bonding ability
- h) References
- i) Other pertinent information on experience or qualifications.

18.3 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, LEED Certification, Engineer-in-Training, Professional Architect, Certified Energy Manager, etc.

18.4 Technical Aspects – Provide specific information on your firm's technical approach to meeting the City's energy and operationally efficient objectives.

- a). Develop a spreadsheet that lists your firm's scope of work recommendations and budgetary pricing and % of savings for each recommendation.
- b). Provide a detailed description for each recommendation listed in 18.4(a).
- c). Provide a preliminary Performance Contract schedule your firm plans to implement. Explain how your firm plans to eliminate any classroom disruptions.
- e). A description of your firms approach to operations and maintenance savings.

18.5 Financial Impact – Provide specific information on your firms Performance Contract approach and its financial impact on the City of Grain Valley.

- a) Develop a financial Pro Form including savings, annual payments and measurement & verifications costs.
- b) List any other economic benefits for implementing your firms Performance Contract.
- c) Can the City of Grain Valley opt-out of your firm's financial proposal?
- d) Discuss your firm's approach to change orders during construction.
- e) Proof of financial stability and credit rating
- f) Written proof of ESCO's Performance Bonding Capacity in RFP response
- g) Most current year annual report and last 5 years of audited financial statements
- h) Provide a current Dun & Bradstreet or comparable 3rd party company financial overview

18.6 Verification of Savings- Describe the methodology to be used to calculate and verify savings. Include and explanation of how savings calculations will be adjusted to reflect changes in weather, occupancy, utilization of the facility, etc. Describe your firms approach

to monitoring the program to assure the projects success and how the savings guarantee is reconciled. Describe any report that will be provided to the owner,

- 18.7 **ESCO Fee's-** Provide information as listed in Attachment A.
- 18.8 **Final Contract and Agreements** – Provide the following sample agreements.
 - a). Sample Performance Contract Agreement
- 18.9 **Selection-** The City of Grain Valley may require a formal presentation as an option in addition to the submitted RFP.

CONTRACT LANGUAGE REQUIREMENTS

19. LACK OF FUND CLAUSE

If during the term of this contract to be derived from this RFP, funds are not appropriated for such (services/material/equipment), the City of Grain Valley reserves the right to cancel said contract within thirty (30) days written notice. No expenses shall accrue to the City of Grain Valley for each cancellation. The City of Grain Valley shall cease payments, if any fiscal year during the term of the agreements, the City of Grain Valley 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.

20 INSURANCE COVERAGE

20.1 The successful respondent shall have adequate professional liability coverage to include:

- A.** Workers compensation, in accordance with State's Worker's Compensation requirements.
- B.** Liability Insurance of \$500,000 bodily insurance and \$500,000 property damage to protect the consultant and the City of Grain Valley as their interest may appear, against claims for personal injury or death and damage to the property of others. Each shall be named in the policy or policies as insured.
- C.** Professional Liability Insurance: State the amount of coverage (\$1,000,000 as minimum).
- 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 City of Grain Valley.
- E.** Claims against the respondents insurance should be included in the respondent's response. It should include total dollars of claims and any pending claim amounts.

21 BID BOND

21.1 No bid bond is required at this stage. Statutory requirements for Payment Bond, i.e. over \$35K.

22. PERFORMANCE BOND

22.1 The successful ESCO will be required to provide a Performance Bond. Respondents shall acknowledge their capabilities to provide a Performance Bond for the total construction costs at the time the contract documents are signed.

23. CONTRACTUAL PROVISIONS

- 23.1 The contents of the RFP submissions, as appropriate, become part of the final contract
- 23.2 The City of Grain Valley 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.
- 23.3 All drawings, reports and materials prepared by the ESCO specifically in performance of the contract shall become the property of the City of Grain Valley and shall be delivered to the City of Grain Valley requested but no later than upon completion of construction.
- 23.4 Ownership of equipment, after project acceptance, must reside with the City of Grain Valley.

24. PREVAILING WAGES

Prevailing wages shall apply to any and all work performed under this RFP. Prevailing Wages would apply to construction work, not all work included in contract.

ATTACHMENT A- Financial Proposal

FEE SCHEDULE:

Services Provided	Fee %, Lump Sum \$, Rate, Mark-up
Profit Margin for Services	_____
Comprehensive Audit Lump Sum	_____
Interest Rate	_____
Change Orders in regards to overall construction amount	_____
Savings kept by ESCO above Guarantee	_____
ESCO Bond Rating	_____
Years in Business (Financial Stability)	_____

IS FINANCING A PROFIT CENTER FOR ESCO? ___ YES ___ NO

TAX EXEMPT FINANCING A COMPONENT FOR ESCO ___ YES ___ NO

IN HOUSE PERSONAL HOURLY RATES: Please share the titles of personnel that would be assigned to this project and their appropriate hourly rates.

Titles Of Personnel	Associated Hourly Rates
Design Engineering	
Project Management	
Energy Engineer	
Training Instructor	
Measurement & Verification Engineer	
Others	

The City of Grain Valley has the right to change and or reject ESCO personnel.

Complete the following tables showing the energy efficient equipment offerings provided by your firm. In each case, designate whether your firm is a manufacturer, if your firm buys products direct from a 3rd party manufacturer (3rd Party), if your firm buys products from a distributor/reseller who bought from a 3rd party manufacturer (Reseller), or if your firm buys products through the traditional bid process such as buying products from a subcontractor who bought from a distributor/reseller who bought from a manufacturer (Traditional).

Energy Efficient Equipment	Manufacturer	3rd Party	Re-Seller	Traditional
HVAC Mechanical Equipment				
Energy Management Systems				
Electrical Equipment				
Energy Performance Contracting Services	Direct Provider	Third Party	Not Provided	
Comprehensive Audit & Analysis				
Lifecycle Cost Analysis				
LEED Certification				
Obsolescence Protection & Technology experts				
Engineer of Record for Project				
Project Financing				
Construction Budgeting				
Indoor Air Quality Services				
Training				
Local HVAC, DDC Controls, Lighting, Commissioning Service Dept				
Monitoring, Verification Services				